Purchasing Office — Bureau des Achats:

Canada Border Services Agency Agence des services frontaliers du Canada 355 North River Road - 355 ch. North River 17th Floor - 17terne étage Ottawa ON KIA OL8

Title --- Sulet:

ProServices - Stream 9: Business Consulting/Change Management: 9.3 Business Consultant, Senior

Contract No. — Nº du contrat :

2020001987

Contract---Contrat

Signature

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s). D.D.P. -- 0.D.P. :

Destination of Goods, Services, And Construction --Destination des biens, services et construction See herein - voir aux présentes

Invoices to be sent to — Factures envoyer à:

Canada Border Service Agency Agence des services frontaliers du Canada vendors-fournisseurs@cbsa-asfc.gc.ca

The Vendor/Firmhereby accepts/acknowledges this contract Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :

Ken 9/2020

Contracting Authority — Autorité contractante :

Bruno Pedroza Daher

Telephone No. — No de téléphone:

Fax No. — No de télécopieur:

343-551-6916

\$97,632.00

E-Mail Address --- Courriel:

Bruno.PedrozaDaher@cbsa-asfc.gc.ca

Name, title of person authorized to sign (type or print) —

Total Estimated Cost (HST incl.) /Coût total estimatif (TVH incl.):

CAD

Currency Type -

Genre de devise :

Nom et tire du signataire autorisé (caractère d'impression)

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur :

Corporate Fleet Services 16 Westminster Ave. North, Suite 306B, Montreal-West, QC H4X 1Z1 Telephone:

E-mail: info@cfleets.com

Signed for the President by — Signé pour le Président

CLEROUX NANCY NANCY

Digitally signed by CLEROUX

Date: 2020.01.08 14:26:27 -05'00'

Signature

Name and Position Title --- Nom et Titre du poste

Nancy Cleroux - Team Leader Strategic Procurement Division (SPD)

Agence des services frontaliers du Canada

Contract no. 2020002587

Purchasing Office - Bureau des Achats:

Canada Border Services Agency Agence des services frontaliers du Canada 355 North River Road - 355 ch. River nord 17th Floor - 17ieme étage Ottawa ON K1A 0L8

Title - Sujet:

Proservice - 8.8 Staffing Consultant, Level 3

Contract No. - No du contrat :

2020002587

Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

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Destination of Goods, Services, And Construction -Destination des biens, services et construction

See herein - voir aux présentes

Invoices to be sent to - Factures envoyer à:

Canada Border Service Agency Agence des services frontaliers du Canada vendors-fournisseurs@cbsa-asfc.gc.ca

The Vendor/Firm hereby accepts/acknowledges this contract -Le fournisseur/entrepreneur accepte/accuse réception du présent/contrat :

Signature

Date

DetSINENT

Contracting Authority — Autorité contractante :

Marie-France Rioux

Telephone No. — No de téléphone:

Fax No. — No de télécopieur :

343-551-6902

E-Mail Address — Courriel:

Marie-France.Rioux@cbsa-asfc.gc.ca

Name, title of person authorized to sign (type or print) -Nom et tire du signataire autorisé (caractère d'impression) **Total Estimated Cost** (HST incl.) /Coût total estimatif (TVH incl.):

Currency Type -Genre de devise :

\$51,980.00

CAD

Vendor / Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur :

The Right Door Consulting and Solution Inc. 100 Gloucester Street, Suite 308 Ottawa, ON K2P 0A4

Signed for the President by — Signé pour le

Président par :

CLEROUX NANCY

Digitally signed by CLEROUX NANCY

Date: 2020,03.30 19:23:20

Signature

-04'00' Date

Name and Position Title — Nom et Titre du poste

Nancy Cleroux A/Team Lead

Strategic Procurement Division (SPD)

Agence des services frontaliers du Canada

Contract no. 2020002587

Purchasing Office — Bureau des Achats :

Canada Border Services Agency Agence des services frontaliers du Canada 355 North River Road - 355 ch. River nord 17th Floor - 17^{ieme} étage Ottawa ON K1A 0L8

Title — Sujet:

Proservice - 8.8 Staffing Consultant, Level 3

Contract No. — Nº du contrat :

2020002587

Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

D.D.P. — D.D.P. :

Destination of Goods, Services, And Construction — Destination des biens, services et construction

See herein — voir aux présentes

Invoices to be sent to — Factures envoyer à :

Canada Border Service Agency Agence des services frontaliers du Canada vendors-fournisseurs@cbsa-asfc.gc.ca

The Vendor/Firm hereby accepts/acknowledges this contract —	Contracting Authority — Autorité contractante : Marie-France Rioux			
Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :				
	Telephone No. — No de téléphone:	Fax No. — No de télécopieur :		
	343-551-6902			
Signature Date	E-Mail Address — Courr	iel:		
	Marie-France.Rioux@cbs	a-asfc.gc.ca		
Name, title of person authorized to sign (type or print) — Nom et tire du signataire autorisé (caractère d'impression)	Total Estimated Cost (HST incl.) /Coût total estimatif (TVH incl.):	Currency Type - Genre de devise :		
	\$51,980.00	CAD		

Vendor / Firm Name and Address Signed for the President by — Signé pour le Président par Raison sociale et adresse du fournisseur/de l'entrepreneur : Digitally signed by CLEROUX **CLEROUX** NANCY Date: 2020.03.30 19:23:20 The Right Door Consulting and Solution Inc. -04'00' Signature Date 100 Gloucester Street, Suite 308 Ottawa, ON K2P 0A4 Name and Position Title — Nom et Titre du poste Nancy Cleroux A/Team Lead Strategic Procurement Division (SPD)

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Contract no. 2020002587

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

6.1 Security Requirements

- 6.1.1 The following security requirements apply and form part of the Contract.
- 6.1.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
- 6.1.1.2 The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC
- 6.1.1.3 The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
- 6.1.1.4 Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
- 6.1.1.5 The Contractor/Offeror must comply with the provisions of the:
- 6.1.1.5.1 Security Requirements Check List and security guide (if applicable), attached at Annex
- 6.1.1.5.2 Industrial Security Manual (Latest Edition)

6.2 Statement of Work

This Contract is being issued for the requirement of Professional Services Recruiting for the Canada Border Services Agency under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

<u>2010B</u> (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

4008 (2008-12-12), Personal Information, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2021 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name: Canada Border Services Agency Address: 355 North River Road, Vanier Tower B, Ottawa ON

Contact Name: Marie-France Rioux

Telephone: 343-551-6902

E-mail address: Marie-France.Rioux@cbsa-asfc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

Department Name: Canada Border Services Agency Border, TBIR Address: 355 North River Road, Vanier Tower B, Ottawa ON

Contact Name: Scott Taymun Telephone: 343-291-5852

E-mail address: Scott.Taymun@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Contact Name: I

Telephone: 613-627-2158

E-mail address: @ I neRigntDoor.ca

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of Payment at Annex B, to a limitation of expenditure of **\$46,000.00**. Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ 46,000.00. Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the

Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed. or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.9 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

6.10 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.11 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is

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performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.12 Certifications Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

6.14 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement:
- (b) the supplemental general conditions 4008 (2008-12-12), Personal Information;
- (c) the general conditions 2010B (2018-06-21), General Conditions Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B Basis of Payment
- (f) Annex C, Security Requirements Check List;
- (g) Supply Arrangement Number E60ZT-180027/184ZT and
- (i) the Contractor's bid dated September 30, 2019.

6.15 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation

6.16 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.17 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.18 Identification Protocol Responsibilities

- 1. The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:
 - a. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
 - b. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
 - c. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
 - d. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
 - In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

6.19 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

6.20 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c) take back the Work and refund any part of the Contract Price that Canada has already paid.



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If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A" STATEMENT OF WORK Innovative Recruiting

OBJECTIVE	The objective of this requirement is for a contractor to facilitate the staffing process within the Canada Border Services Agency (CBSA), while ensuring that the Public Service staffing principles are upheld.
	Through the use of a contractor, new 12-month term administrative positions may be offered to qualified candidates at several locations of the CBSA. Term positions will be considered a probationary position and may lead to continued employment.
	The contractor will be required to identify and provide to the CBSA hiring managers, pre-screened candidates for consideration related to positions at the AS-03 and AS-05 levels.
BACKGROUND	In 2016, the Government of Canada issued the New Direction in Staffing (NDS) intended to modernize the staffing process. The NDS provided more variety in hiring processes, agile approaches to staffing and policies, more room for managers to apply judgment when staffing and increased focus on outcomes, such as quality of the person hired, and less on process.
	The current process often presents challenges within CBSA to timely recruitment of top talent to meet operational needs. Hiring managers are often faced with significant delays during traditional staffing processes.
	This innovative requirement is intended to address some of the current challenges.
	The Program and Administrative Services Group positions within CBSA being sought are primarily involved in the planning, development, delivery or management of administrative and federal government policies, programs, services or other activities directly related to the Public Service.
	Essential and Asset qualifications for the AS-03 and AS-05 positions are outlined in Annex A and Annex B respectively and would be used as the foundation for the contractor to build on.
SCOPE	The Agency requires support to implement an innovative recruitment strategy to identify qualified, interested and talented candidates.
	The contractor is to simplify and streamline one-year term position staffing, focusing on the front-end of the process by pre-screening and identifying or presenting to the CBSA qualified candidates to be interviewed by hiring managers for term positions within the organization.
	This project is required to offer convenient and efficient user/talent experience. The contractor must travel to the National Capital Region, Greater Toronto Area, Southern Ontario Region and Northern Ontario Region in order to prescreen candidates and facilitate the process for the CBSA hiring managers
	The contractor must work closely with the hiring managers to align their efforts

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	with work underway to refine desired competencies and screening criteria.
	The contractor must focus its searches mostly from college and university talent pools, but may complement its efforts through other sources such as other levels of Government.
	The contractor is reminded and required to maintain and safeguard merit-based and non-partisan staffing at all times.
TASKS	The contractor must perform, but work to be performed is not limited to, the tasks below:
	With the prior approval of the Project Authority, promote positions via online recruiting methods including LinkedIn, Indeed, Universities, etc.
	Promote and attract the required number of candidates by level and required work locations (see Annex C)
	 Develop a pre-screening mechanism in order to verify education and assess ability to obtain security clearance, in co-ordination with the Project Authority, while reviewing employment experience;
	Develop an outreach plan, in consultation with CBSA, for on and off campus sourcing of talent;
	Initiate University and college campus promotion
	 Seek other levels of government talent search sources for interest in the CBSA as an employer;
	 Conduct in-person interviews, with at least one CBSA employee present, of qualified candidates to discuss experience, education and compatibility; in person interviews will require the consultant to travel to the different locations namely Ottawa, Windsor, Niagara, and Toronto.
	Perform reference and academic checks. One reference check must include a former employer;
	Present to the CBSA a short-list of potential talent that meet the criteria as specified herein.
	The related tasks and associated deliverables are to be completed in an exceptional, professional and timely manner.
	Throughout the work, the contractor must remain independent and not seen as an employer for the Public Service.
	The contractor will be responsible for finding and screening candidates for consideration by CBSA hiring managers.
	All deliverables are subject to the review and approval by the Project Authority. Any written or electronic submissions must be provided utilizing MS Office (MS Word, MS Excel and MS PowerPoint) or compatible equivalent.
CONSTRAINTS	Promotional materials must be in both officials languages as per the Officials

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	Languages Act.				
	transpare Always be Service.	ust: d merit-based and non-partisar ency, fairness, diversity and reg e seen as independent and not Non-Disclosure Agreement incl	ional representation; and an employer for the Public		
CLIENT	The CBSA will:				
SUPPORT	Identify Project Team and Project Managers (PM) responsible for the oversight and completion of the recruitment process				
	recruits/lo	planning details (including loca ocations, baseline work descrip n criteria) of candidates	tion, number of target tions, screening, interview and		
		ob descriptions and Statement (s) in advance	of Merit Criteria to the contracted		
	 Provide tl 	ne type of qualifications desired	d in candidates		
		nd approve the contractor's ou promotional materials	treach plan to support on-campus		
		on campus job fair(s) and intercandidates	views of the maximum 20		
SCHEDULE	a) 2020-202	1- Planning			
	various lo	11- Commence interview for jui ocations including National Cap uthern Ontario Region and Nor	ital Region, Greater Toronto		
		11- Finalize Term assignment of and anticipated start month	documentation for selected		
DELIVERABLES		I A C			
	Deliverables Forward Plan	Actions The contractor must prepare plan/proposal for approval to complete all deliverables	Estimated Timeline Within 2 weeks after contract awarded		
		The contracted resource(s) must seek approval for plan from Project Authority			
	Outreach	The contractor must develop promotional material and advertisements	Within 4 weeks after contract award		
		The contractor must set-up			

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Pre-Screen and Qualifications Verification Stage	consultations for approval for proposed promotional material and advertisements from the Project Authority The contractor must seek approval from the Project Authority for final outreach material before proceeding. The contractor must develop and confirm interview and screening questions. Interview and screening questions. Interview and screening questions must be approved by the Project Authority prior to commencing. The contractor must conduct a set of preliminary interviews, with at least one CBSA employee present, for entry, junior and midlevel recruits in various locations including Ottawa, Windsor, Niagara, and Toronto.	Within 8 weeks after contract award
Recommended list of Candidates for interviews	Once the contractor has performed the preliminary interviews, the contractor must finalize the list of recommended candidates for interviews and provide shortlist to CBSA.	Within 12 weeks after contract award

ANNEX "B" BASIS OF PAYMENT

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

	Category	Level of Expertise	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
			Α	В	$C = A \times B$
1	8.8 Staffing Consultant	Level 3 - Senior	***************************************		
	Travel				

	T .
Total Price (excluding taxes):	\$46,000.00

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

(Hours worked × applicable firm per diem rate) ÷ 7.5 hours.

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Covernment	Gouvernement		Contract Number / Numero du contrat	
of Canada	du Canada		Sarveins Caesilination : Cassification de sécurité	
			Security Classification / Classification de sécurité UNCLASSIFIED	
		ECURITY REQUIREMENTS CHECK		
	MATION PARTIE A	CATION DES EXIGENCES RELATIV INFORMATION CONTRACTUELLE	ES A LA SECURITE (LVERS) 12. Branch of Directorate / Directon générale ou Dir	
Originaling Government Des Ministère ou organisme gau	vernemental d'origine	<u> </u>	TENG !	
i. a) Subcontract Number / Nu			ess of Subcontractor / Norn et adresse du sous-traiter	TL.
i. Brief Description of Work / €	shipe description do th 大さいと、でん	and to face	ultate station	12 (C)
a) Will the supplier require a Le fournisseur ours-t-il so			₹ %	1 1
i. b) Will the aupplier require a		military technical data subject to the provis	ions of the Technical Data Control	Y
Regulations?	cés à des données le	choiques militaires non classifiées oui sont	assujetties aux dispositions du Réglement	onC
sur le contrôle des donné	es techniques?	*		
. Indicate the type of access	*-	**		
	es employés autont-is	ess to PROTECTED and/or CLASSIFIED i caccès à des renseignements ou à des bie cuestion 7 cl		
(Préciser le niveau d'accè	ès en utilisant le tablea	u qui se trouve à la question 7, c)		
PROTECTED and/or CL/	ASSIFIED information	rs, maintenance personnel) reguire access or assets is permitted. rs, personnel d'entretien) auront-lis accès.	s to restricted access areas? No access to No No No	8 8
à des renseignements ou	à des biens PROTÉG	ÉS et/ou CLASSIFIÉS n'est pas autorisé.) T Y
		rent with no overright storage? son commerciale sans entreposage de nui	17 No.	8 8
. a) Indicate the type of inform	nation that the supplier	will be required to access / Indiquer le typ	e d'information auquel le fournisseur devra avoir acci	ès
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Canada	V	NATO/OTAN	Foreign / Étranges	
	L.72		Foreign / Étranger	
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Agence des services frontaliers du Canada

		COMMON-PS-SRCL#6	
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PART A (continued) I PARTIE A (suite) 8. Will the supplier require access to PROTECTED a Le fournisseur aura-t-il accès à des renseignement if Yes, indicate the level of sensithity: Dans l'affirmative, indiquer le niveau de sensibilité 9. Will the supplier require accèss to extremely sens Le fournisseur aura-t-il accès à des renseignement Short Title(s) of material / Titre(s) abrégé(s) du ma Document Number / Numéro du document : PART B - PERSONNEL (SUPPLIER) / PARTIE B - 10. a) Personnel security screening level required / N RELIABILITY STATUS COTE DE FIABILITÉ TOP SECRET - SIGINT TRÉS SECRET - SIGINT SITE ACCÈS ACCÈS AUX EMPLACEMENTS Special comments: Commentaires spéciaux :	its ou à des biens COMSEC :: titve INFOSEC information of its ou à des biens INFOSEC atèriel : PERSONNEL (FOURNISSE	idésignés PROTEGES étiou CLASSIFIES or assets? ide nature extrêmement délicate? UR) unté du personnel requis SECRET SECRET L NATO SECRET	No Yes Non Oul No Yes Non Oul TOP SECRET TRÉS SECRET COSMIC TRÉS SECRET
b) May unscreened personnel be used for portion Du personnel sans autorisation securitaire per M Yes, will unscreened personnel be accorded Dans l'affirmative, le personnel an question se PART C - SAFEGUARDS (SUPPLIER) / PARTIE C INFORMATION / ASSEYS / RENSEIGNEMEN 11. a) Will the supplier be required to receive and st premises? Us fournisseur sera-t-il tenu de recevoir et d'er	de contrôle de sécunté sont ta of the work? It il se voir confier des parté ra-t-il escorté? - MESURES DE PROTECT TS / BIENS ore PROTECTED and/or CL	requis, un guide de classification de la séc es du travail? ION (FOURNISSEUR) ASSIFIED information or assets on its site	Non Yes Non Oui Non Yes Non Yas Non Oui
CLASSIFIÉS? 11. b) Will the supplier be required to safeguard CO Le fournisseur sera-t-il tenu de protéger des re			No Yes
PRODUCTION			
 c) Will the production (manufacture, and/or repair a occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à et/ou CLASSIFIÉ? 	·		▼ Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SU	IPPORT RELATIF À LA TEC	HNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT system information or data? Le fournisseur sera-t-il tenu d'utiliser ses propre renseignements ou des données PROTÉGÉS «	s systèmes informatiques por		Lill Man Lilloui
11. e) Will there be an electronic link between the supp Disposers-t-on d'un lien électronique entre le sy gouvernementale?	vier's IT systems and the gov steme informatique du foumi	emment department or agency? ssaur at celui du ministère ou de l'agence	Non Yes
TBS/SCT 350-103(2004/12)		Classification de sécurité SSIFIED	Canadä

Canada Border Agence des services Services Agency frontaliers du Canada

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of Canada d	u Canada		Security	/ Classificaso UNC	n / Classification de sécurité LASSIFIED
PART D - AUTHORIZATION / PAR 13. Organization Project Authority /	Chargé de projet de l'or	ganisme	e a da de caste el ba rd are		
Name (print) - Nom (en lettres moult)05)	Title - Title	General	Signature	* /1-
Scott Taymun	Facsimile No N° di	1 '	ر الروبيوريك E-mail address - Adresse cou		Code
Telephone No N° de téléphone 343 - 297 - 5825	racsimile No N o	e telecop eur	Scott Tayonur (2 cha-	376.596.60	
14. Organization Security Authority /	-		Britis	Laz	4
Name (p/ml) - Nom (en lettres mous t	i05)	Title - Titre		Signature	// /\
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15. Are there additional instructions	e.g. Security Guide, Se	curity Classific	ation Guide) attached?		CO TIME TO X
Des instructions supplémentaire	7	nte, Guide de c	lassification de la securite) sont	-enes juliada	/ V L Non L 10
16, Procurement Officer / Agent d'ap		1 Works Warse		3 Discontinuo	
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17. Contracting Security Authority / /	Autorité contractante en	matière de séc	i. isité		
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Telephone No N° de téléphone	Facsimile No N° de	e télécopieur	E-mail address - Adresse co	urriel	Cate
Jacques Saumur Contract Security Officer Contracts Security Officer Contract Security Program Program Public Services and Procurement C Jacques Seumur@tpagc-pwgsc.gc, Felephone Téléphone 613-948-17; Faccinile Télécopieur 613-948-17;	me de sécurité des cor anada) Servious público ca 32		nement Canada		

frontaliers du Canada

Contract#2020001961 REQ#1000349186

Purchasing Office — Bureau des Achats :

Canada Border Services Agency Agence des services frontaliers du Canada 355 North River Road - 355 ch. River nord 17th Floor - 17^{ieme} étage Ottawa ON K1A 0L8

Title — Sujet:

Directed ProService Contract: The Right Door consulting. Stream 9.3 - Business Consultant . SA# E60ZT-180027/184/ZT

Contract No. — Nº du contrat :

2020001961

Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

D.D.P. — D.D.P. :

Destination of Goods, Services, And Construction — Destination des biens, services et construction See herein — voir aux présentes

Invoices to be sent to — Factures envoyer à :

Canada Border Service Agency Agence des services frontaliers du Canada vendors-fournisseurs@cbsa-asfc.gc.ca

The Vendor/Firm hereby accepts/ackno	3	Contracting Authority — Autorité contractante : Ahmed El-halawany		
fournisseur/entrepreneur accepte/accu contrat :	se réception du présent			
		Telephone No. — No de téléphone:	Fax No. — No de télécopieur :	
		343-291-5700		
Signature	Date	E-Mail Address — Courrie	il:	
		Ahmed.el-halawany@cbsa	-asfc.gc.ca	
Name, title of person authorized to sign Nom et tire du signataire autorisé (cara		Total Estimated Cost (HST incl.) /Coût total estimatif (TVH incl.):	Currency Type - Genre de devise :	
		\$39,866.40	CAD	

Vendor / Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur :

The Right Door Consulting and Solutions Inc. 100 Gloucester Street, suite 308 Ottawa, ON K2P 0A4

Signed for the President by — Signé pour le Président par :

CLEROUX NANCY NANCY

Digitally signed by CLEROUX
NANCY

<u>Date: 2</u>020.01.08 14:30:51 -05'00' **Date**

Nancy Cleroux

Signature

Team Leader, Strategic Procurement and Material Management Division (SPMMD)

1 Security Requirements

1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Professional Services Security Requirement Check List #6

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
- 2. The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC
- 3. The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
- 4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
- 5. The Contractor/Offeror must comply with the provisions of the:
 - 1. Security Requirements Check List and security guide (if applicable), attached at Annex
 - 2. Industrial Security Manual (Latest Edition)

2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract award to March 31,2020.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ahmed El-halawany Title: Procurement Officer Canada Border Service Agency Finance and Corporate Management Branch 355 North River Road, Vanier Tower B, 17th Floor, Ottawa (Ontario) K1A 0L8

Telephone: 343-297-5700

E-mail address: ahmed.el-halawany@cbsa-asfc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

2.5.2 Project Authority

The Project Authority for the Contract is:

Name: Blair Hurd

Title: Assets Manager, Material Management Organization: Canada Border Service Agency

Address: 355 North River Road, Vanier Tower B, 17th Floor,

Ottawa (Ontario) K1A 0L8

Telephone: 343-291-5237

E-mail address: Blair.Hurd@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name:

Title: President

Organization: The Right Door Consulting and Solutions Inc.

Address: 100 Gloucester Street, suite 308

Ottawa, ON K2P 0A48

Telephone:

E-mail Address: @therightdoor.ca

6. Payment

6.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$35,280. Customs duties are excluded and Applicable Taxes are extra.

6.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ \$35,280. Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Terms of Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada

7. Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) By submitting invoices the Contract is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- c) The Contractor must send the invoice to <u>vendors-fournisseurs@cbsa-asfc.gc.ca</u> for payment. This email address is to be used only for submitting invoices and for payment status inquiries.

8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2029 (2016-04-04) General Conditions Goods or Services (Low Dollar Value);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List (if applicable);
- (f) Annex D; Flex Grid

ANNEX "A" Statement of Work

Objective

The Canada Border Service Agency's (CBSA) Materiel and Assets Management requires the professional services of a Senior Materiel Management and Business Consultant to provide advice, guidance and assistance in developing strategies and plans related to all assets but more specifically fleet management life cycle management.

Background

Materiel and Assets Management is in the midst of major undertakings regarding the management and oversight of assets.

The plan is to develop tactical documents to support sound investment plans. The mapping of current and future processes requires the contribution and input from a senior consultant to advise on and identify options for management of the organization of Materiel and Assets Management to allow for sound reflection and to set direction.

Fleet management represents a major investment for the CBSA and as such, any positive and forward thinking changes may result in major efficiencies to the organization.

Materiel and Assets Management continues to tactically align its ideas with initiatives and priorities of the CBSA to optimally support border transformation and program integrity, providing intelligent solutions and services to Government and the Public.

As initiatives and projects unfold, the CBSA is employing various tactics to deliver on high expectations, especially given the magnitude of the planned fleet and other asset investments. Internal and external scrutiny is expected, and all eyes are on planned programs and projects to ensure valuable returns on investments. Many of these initiatives are at the infant stage, while others have reached a certain level of maturity.

There is a need to ensure we are engaging the expertise to support the activities and investments for the CBSA.

Scope and Objectives

Materiel and Assets Management is operating under CBSA's expectations and principles regarding its fleet and other asset investments. It is critical for these principles to directly align with those of the CBSA and of the Federal Government, more specifically, the SMMP will:

- Map fleet and other assets against plans and priorities
- Identify risks and gaps
- Determine how best to leverage business plans and investment strategies
- Consider inventory and life-cycle plans and how best to adjust policies to meet expectations
- Identify asset and investment data gaps
- Provide on-site client support to oversee other corresponding outsourced inputs

Tasks

The SMMP be required to:

- Work with Material and Assets Management Division to develop fleet and other asset classes governance models and approaches
- Exchange with asset owners to evaluate opportunities for efficiencies and effective oversight models
- Provide comprehensive risk assessments and plans including the identification of data and process gaps and/or vulnerabilities
- Offer insight on best practices and benchmarking
- Review and recommend way forward strategies regarding fleet and other asset investment plans

Agence des services frontaliers du Canada

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- Coordinate inputs from all sources
- Prepare presentations and other materials for Materiel and Assets Management as required
- Provide opinions and recommendations on direction-setting plans

Deliverables

The following deliverables are expected under this contractual agreement:

- Fleet and asset process mapping documents
- Seek and report on views and processes of other internal asset owners
- Conduct data gathering
- Offer insight on previous investment and procurement plans and offer insight on ways to solidify upcoming strategies
- Risk assessments and gap analysis for fleet and other assets as necessary
- Option analysis and recommendations on the fleet oversight function
- Draft directives and guides as required by Management
- Bi-weekly written/oral briefings and/or presentations to the Project Authority

Travel

All the CBSA key resources and supporting documentation are located in the National Capital Area therefore no travel is expected or planned for this undertaking.

Language of Work

The Senior Materiel Management and Business Consultant must be able to provide services fluently in both official languages, orally and in writing.

Client Support

Materiel and Assets Management would provide suitable work space and equipment on site (CBSA user ID, internal password and workstation) and other materials as required in order to process, store, and/or transmit CBSA data on the CBSA network during the contract.

The use of the Contractor's IT systems is not permitted and no data shall be stored or captured other than through the CBSA secure network.

Level of Effort

The estimated level of effort for this contract is 45 days. All work should be completed by March 31, 2020.

ANNEX "B" Basis of Payment

Level of Effort:

Per Dime Rate:

Total Excluding Tax:

Total With Tax: \$39,866

ANNEX "C" SRCL

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Agence des services frontaliers du Canada

Contract#2020001961 REQ#1000349186

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COMMON-PS-SRCL#6

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canad'ä

TBS/SCT 350-103(2004/12)

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COMMON-PS-SRCL#6

Security Classification / Classification de sécurité

UNCLASSIFIED

Annex "D" Business Consultant Flexible Grid

Levels of Expertise

Senior: Minimum 100 pts

Intermediate: Minimum 80 pts

Junior: Minimum 65 pts

Relevant Education to the Consultant Category

University (PhD, Graduate, Undergraduate, degree): 35 pts

College or CEGEP Diploma/Certificate: 25 pts

Professional Certification

Relevant Professional Certification: 15 pts

Relevant Experience in Consultant Category

 \geq 1 yr and <2 yrs: 12-23 months - 15 pts

≥2 yrs and <4 yrs: 24-47 months - 20 pts

 \geq 4 yrs and \leq 6 yrs: 48-71 months - 30 pts

 \geq 6 yrs and <8 yrs: 72-95 months - 35 pts

 \geq 8 yrs and <10 yrs: 96-119 months - 55 pts

 \geq 10 yrs: 120 + months - 65 pts

Agence des services frontaliers du Canada

> Contract# REQ#1000349202

Purchasing Office — Bureau des Achats:

Canada Border Services Agency Agence des services frontaliers du Canada 355 North River Road - 355 ch. River nord 17th Floor - 17^{ieme} étage Ottawa ON K1A 0L8

Title — Sujet:

Directed ProService Contract: FastTrack Staffing SA: E60ZT-180025/152/ZT.

Contract No. — Nº du contrat:

2020001401

Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

D.D.P. — D.D.P. :

Destination of Goods, Services, And Construction— Destination des biens, services et construction

See herein — voir aux présentes

Invoices to be sent to — Factures envoyer à:

Canada Border Service Agency Agence des services frontaliers du Canada vendors-fournisseurs@cbsa-asfc.gc.ca

The Vendor/Firmhereby accepts/acknowledges this contract—Le fournisseur/entrepreneur accepte/accuse réception du présent contrat:

2019-10-11

Contracting Authority — Autorité contractante :

Ahmed El-halawany

Telephone No. — No de Fax No. — No de téléphone:

télécopieur:

343-291-5700

E-Mail Address — Courriel:

Ahmed.el-halawany@cbsa-asfc.gc.ca

Business Support Associate

Name, title of person authorized to sign (type or print) — Nom et tire du signataire autorisé (caractère d'impression)

Total Estimated Cost Currency Type -(HST incl.) /Coût total estimatif (TVH incl.):

Genre de devise :

\$11,017.50

CAD

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur :

Fast Track Staffing Inc., 1188 Wellington St., W., Ottawa, On, K1Y 2Z5

Signed for the President by — Signé pour le Président par :

CLEROUX

NANC

Signature

Digitally signed by CLEROUX NANCY DN: c=ca, o=gc, ou=ccra-adrc, ou=PERSONNEL, cn=CLEROUX NANCY, serialNumber=2015212231102458

Date: 2019.10.10 17:59:19 -04'00'

Name and Position Title — Nom et Titre du poste

Nancy Cleroux

Team Leader, Strategic Procurement and Material Management Division (SPMMD)

Contract# REQ#1000349202

PART 2 - RESULTING CONTRACT CLAUSES

1 Security Requirements

1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Common Professional Services Security Requirement Check List #11

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing
 Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved
 Document Safeguarding at the level of Protected B, issued by the Canadian Industrial Security
 Directorate (CISD), Public Works and Government Services Canada (PWGSC)
- 2. This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program (CGP) of PWGSC
- 3. The Contractor/Offeror personnel requiring access to protected information, assets or work site(s) must EACH hold a valid Reliability Status, granted or approved by the CISD/PWGSC
- 4. The Contractor must not utilize its Information Technology systems to electronically process, produce or store protected information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of Protected B
- 5. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
- 6. The Contractor/Offeror must comply with the provisions of the:
 - A. Security Requirements Check List and security guide (if applicable), attached at Annex C
 - B. Industrial Security Manual (Latest Edition)

2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

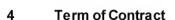
3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Contract# REQ#1000349202



4.1 Period of the Contract

The period of the Contract is from Contract Award date to March 31,2020.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ahmed El-halawany
Title: Procurement Officer
Canada Border Service Agency
Finance and Corporate Management Branch
355 North River Road, Vanier Tower B, 17th Floor,
Ottawa (Ontario) K1A 0L8

Telephone: 343-297-5700

E-mail address: ahmed.el-halawany@cbsa-asfc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Curtis Blair

Title: Administrative and Financial Services Officer

Canada Border Service Agency

Telephone: 613-954-3983

E-mail address: Curtis.Blair@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

@fasttrackstaffing.com

Contract# REQ#1000349202

6. Payment

6.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$9,750.00. Customs duties are excluded and Applicable Taxes are extra.

6.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ \$9,750.00 .Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;



c. the Work delivered has been accepted by Canada.

7 **Invoicing Instructions**

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) By submitting invoices the Contract is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract. including any charges for work performed by subcontractors.
- c) The Contractor must send the invoice to **vendors-fournisseurs@cbsa-asfc.gc.ca** for payment. This email address is to be used only for submitting invoices and for payment status inquiries.

10 **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- Annex C, Security Requirements Check List (if applicable); (e)

Contract# REQ#1000349202

ANNEX "A" Statement of Work

TITLE	
IIILE	Fast Track Staffing – To Assist in EL - 4, 5, 6, and 7 Staffing Processes
OBJECTIVE	We require the services of Human Resources and Staffing Consultants to effectively execute various staffing processes. Acquiring these services will minimize the amount of time needed from the launch of the process to candidate appointment.
BACKGROUND	The CBSA's Science and Engineering Directorate is responsible for the lifecycle management of over \$90M of technology that is deployed at the border to assist border services officers in the detection of contraband materials.
	The contract is required as the result of new Treasury Board funding related to the Guns and Gangs initiative, which will result in a significant investment in new detection technology and an associated increase in staffing levels at the Science and Engineering Directorate.
	Owing to significant new and ongoing activities at the Science and Engineering Directorate, management has not been able to move forward as quickly as hoped with the staffing of several positions in the EL (Electronics) category and is in need of support.
SCOPE	The contractor will perform tasks and prepare deliverables in support of processes to staff positions at the EL 4, 5, 6 and 7 levels.
TASKS	The main tasks the contractor will perform are: process preparation, including developing Statements of Merit Criteria and job posters; material generation, including developing test materials and assessment materials; and process deliverables, such as application screening, preparation of interview board, and establishing a pool of candidates.
CONSTRAINTS	The work related to this contract should be complete by January 30, 2020.
CLIENT SUPPORT	Work will primarily be done at the contractor's premises.
SCHEDULE AND COSTS	All work must be completed by January 31, 2020.
DELIVERABLES	A range of written documents as described in the "Tasks" section. The documents must be delivered in a timely fashion and be of sufficient quality to be used in formal staffing processes.

Contract# REQ#1000349202

ANNEX "B" Basis of Payment

Senior HR Consultant of effort priced at	per diem.
lotal contract value	
Intermediate HR Consultant of effort priced at	per diem.
Total	
Total: HST:: Total value of contract with t	axes: \$11,017.50

ANNEX "C" SRCL

COMMON-PS-SRCL#11

Government of Canada du Canada	1000	ract Number / Numéro du contrat 3 4470 2 l'assification / Classification de sécurité UNCLASSIFIED
S MOTE DE VÉNICI	ECURITY REQUIREMENTS CHECK LIST (SRC	CL)
PART A - CONTRACT INFORMATION / PARTIE A 1. Originating Government Department or Organizat Ministère ou organisme gouvernemental d'origine	ion / 2. Branch	or Directorate / Direction générale ou Direction
3. a) Subcontract Number / Numéro du contrat de so	ous-traitance 3. b) Name and Address of Subco	ntractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du te	avail state consultant	for EZ:
5. a) Will the supplier require access to Controlled C Le fournisseur aura-t-il accès à des marchandi	loods?	No Yes Oui
5. b) Will the supplier require access to unclassified Regulations?	military technical data subject to the provisions of the T echniques militaires non classifiées qui sont assujettles	V Non L Oui
sur le contrôte des données techniques? 6. Indicate the type of access required / Indiquer le	lype d'accès requis	
Le fournisseur ainsi que les employés auront-il (Specify the level of access using the chart in C	ess to PROTECTED and/or CLASSIFIED information o s accès à des renseignements ou à des biens PROTÉC Question 7. c)	r assets? No Ves Non Ves Oui
PROTECTED and/or CLASSIFIED information Le fournisseur et ses employés (p. ex. nettoyer à des renseignements ou à des biens PROTÉC	ers, maintenance personnel) require access to restricter or assets is permitted. rrs, personnel d'entretien) auront-ils accès à des zones dés et/ou Cl. ASSIFIÉS n'est pas autorisé.	d'accès restreintes? L'accès
(6. c) Is this a commercial courier or delivery requirer S'agit-il d'un contrat de messagerie ou de livrai	nent with no overnight storage? son commerciale sans entreposage de nuit?	No Yes Oui
7. a) Indicate the type of information that the supplie	r will be required to access / Indiquer le type d'informat	Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la		, sough, and g
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion
Not releasable À ne pas diffuser		
Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A PROTÉGÉ B PROTÉGÉ B PROTÉGÉ C CONFIDENTIAL CONFIDENTIEL	NATO UNCLASSIFIED NATO NON CLASSIFIÉ NATO RESTRICTED NATO DIFFUSION RESTREINTE NATO CONFIDENTIAL NATO CONFIDENTIAL NATO SECRET NATO SECRET	PROTECTED A PROTÉGÉ A PROTÉGÉ B PROTÉGÉ B PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL
SECRET SECRET TOP SECRET TRÈS SECRET TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)	COSMIC TOP SECRET COSMIC TRÈS SECRET	SECRET SECRET TOP SECRET TRÈS SECRET TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)
TBS/SCT 350-103(2004/12)	Security Classification / Classification de sécurité UNCLASSIFIED	Canadä

Contract# REQ#1000349202

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				COMMON-PS-SRC	L#11		
		vernement		Co	ntract Number / f	Numéro du cont	nat
of Car	nada du C	Canada		Security	Classification / C	lassification de SIFIED	sécurité
Le fournisseur aura-	uire access to PF t-il accès à des n	OTECTED and enseignements of	or CLASSIFIED COMS ou à des biens COMSEO	EC Information or assets? C désignés PROTÉGÉS e	t/ou CLASSIFIÉS	3?	V No Yes Non Oul
	diquer le niveau uire access to ex	de sensibilité : Iremely sensitive	e INFOSEC information ou à des biens INFOSE	or assets? C de nature extrêmement	délicate?		✓ No Yes Non Oui
Short Title(s) of mate Document Number /	Numéro du docu	ment:			-		
10. a) Personnel secur	ty screening leve	PARTIE B - PE I required / Nive	RSONNEL (FOURNISS au de contrôle de la séc	EUR) urité du personnel requis			
	BILITY STATUS DE FIABILITÉ		CONFIDENTIAL CONFIDENTIEL	SECRET SECRET		TOP SECRI	
	ECRET- SIGINT SECRET - SIGIN		NATO CONFIDENTI			COSMIC TO	OP SECRET RÈS SECRET
	CCESS S AUX EMPLACI	EMENTS					
	l comments; entaires spéciau	<:					
NOTE:	If multiple levels	of screening are	identified, a Security Cla	sification Guide must be p	rovided.		
10. b) May unscreened	personnel be us	ed for portions o	f the work?	requis, un guide de class	lfication de la séc	surité doit être fo	No Yes
If Yes, will unscr		be escorted?	se voir confier des parti	es du travail?			Non Oui No Yes Non Oui
PART C - SAFEGUAR	DS (SUPPLIER)	/ PARTIE C - M	ESURES DE PROTEC	ION (FOURNISSEUR)			11031 [] 041
INFORMATION / AS:	SETS / RENS	EIGNEMENTS	/ BIENS				
premises?				ASSIFIED information or			No Ves Non Voui
CLASSIFIÉS?	era-t-11 tenu de fe	cevoir et d'entre	poser sur place des ren	seignements ou des biens	FROTEGES ev	ou	
11. b) Will the supplier Le fournisseur s	be required to sa era-t-il tenu de pr	lfeguard COMSI otéger des rens	EC information or assets eignements ou des bien	? s COMSEC?			No Yes Non Oui
PRODUCTION							
occur at the supp	oller's site or prem du fournisseur set	ises?		ECTED and/or CLASSIFIE ou réparation et/ou modific			No Yes Oui
INFORMATION TECH	INOLOGY (IT) M	EDIA / SUPP	ORT RELATIF À LA TEC	HNOLOGIE DE L'INFOR	MATION (TI)	***	
information or da Le fournisseur se	ta?	er ses propres sy	stèmes informatiques po	oduce or store PROTECT ur traiter, produire ou stock			No Yes Non Oui
11. e) Will there be an e Disposera-t-on d gouvemementale	'un lien électroniq	reen the supplier ue entre le systèr	's IT systems and the governe informatique du foum	ernment department or ag sseur et celui du ministère 	ency? ou de l'agence		No Yes Oui
TBS/SCT 350-103(20	004/12)		•	Classification de sécurité SSIFIED			Canadä

	Government Gouvernement du Canada					Contract Number / Numero du contrat										
									Secu	rity Classi				sification de si FIED	écurité	
								-								
site(s) or pr Les utilisate	ompletin emises. eurs qui r	g the emp	forn lisse	C - (suite) n manually us nt le formulaire s aux installati	manuel	lement d	oivent utiliser									
	des utili	sate	urs q	n online (via ti ui remplissent	le formul	aire en lig	gne (par Inte		nses aux	questions						saísles
Calegory Calégorie		ROTÉ			ASSIFIED ASSIFIÉ			OTAM						COMSEC		
	10		TOP SECRET	NATO RESTRICTED	NATO Confidential	NATO SEGRET	COSMIC TOP SECRET		PROTECTED PROTEGÉ CONFIDENT		CONFIDENTIAL	SECRET	TOP SECRET			
1				CONFIDENTIEL		TRÉS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÉS SECRET	Α	В	С	CONFIDENTIEL		TRES SECRET
Information / Asse Renseignements Production		1														
IT Media / Support TI	-	1	-			-			1							1
IT Link / Lien électronique		T	T													
If Yes, cl Dans I'at	ption du assify th	trava ils fo e, cli	il vis orm l assit	ork contained sé par la prése by annotating lier le présent té » au haut «	nte LVER the top a formulai	S est-elle and botto ire en ind	de nature P m in the are liquant le niv	ROTÉGÉE et a entitled "S	ou CLAS	lassificat					✓ No Non	Ye
12. b) Will the La docum				tached to this à la présente											✓ No Non	Ye
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COMMON-PS-SRCL#11

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

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			COMMON-PS-SRO	CL#11	
	Gouvernement du Canada		Co	ontract Number	er / Numéro du contrat
or ourida	ta ou icida		Security	Classification UNC	n / Classification de sécurité LASSIFIED
PART D - AUTHORIZATION / PAR	PTIE D - AUTORISATIO	W			
13. Organization Project Authority /					
Name (print) - Nom (en lettres mou	ılėes)	Admin	ish-live Southers Color	Signature	TO Ode
Telephone No N° de téléphone 613-954-3483 14. Organization Security Authority		2-1825	E-mail address - Adresse cou	cbsa.go	Date Set 16,201
Name (print) - Nom (en lettres moul		Title - Titre	Harica	Signature	W-
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse cou Red V Lotso &		Date 5 16/2016
15. Are there additional instructions Des instructions supplémentaire	(e.g. Security Guide, Se es (p. ex. Guide de sécul	ocurity Classific rité, Guide de c	ation Guide) attached?		No
16. Procurement Officer / Agent d'a	approvisionnement				
Name (print) - Nom (en lettres moul	lées)	Title - Titre		Signature	
Telephone No Nº de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse co	urriel	Date
			l		L
17. Contracting Security Authority /	Autorité contractante en	matière de séc	urité		
17. Contracting Security Authority / Name (print) - Nom (en lettres moul		matière de séc Title - Titre	urité	Signature	
			urité		Jacques 0 Originally signed by Saurman, Jacque On Originally signed by Saurman, Jacque On Originally signed by Saurman, Jacque On Original Sau

Jacques Saurnur
Contract Security Officer
Contracts Security Division|Division des contrats sécurité /
Contract Security Program|Programme de sécurité des contrats /
Public Services and Procurement Canada| Services publics et Approvisionnement Canada

Jacques.Saumur@tpsgc-pwgsc.gc.ca Telephone [Téléphone 613-948-1732

Facsimile | Télécopieur 613-948-1712

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

2020002436

Purchasing Office — Bureau des Achats:

Canada Border Services Agency Agence des services frontaliers du Canada 355 North River Road - 355 ch. River nord 17th Floor - 17^{ieme} étage Ottawa ON K1A OL8

Title — Sujet:

ProService - 10.2 Project Manager

Contract No. - No du contrat:

2020002436

Contract - Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

D.D.P. — D.D.P. :

Destination of Goods, Services, And Construction— Destination des biens, services et construction

See herein - voir aux présentes

Invoices to be sent to — Factures envoyer à:

Canada Border Service Agency Agence des services frontaliers du Canada vendors-fournisseurs@cbsa-asfc.gc.ca

The Vendor/Firmhereby accepts/acknowledges this contract- Le fournisseur/entrepreneur accepte/accuse réception du présent contrat:	Contracting Authority Nancy Cleroux	— Autorité con tractante :
	Telephone No. — No de téléphone:	Fax No. — No de télécopieur :
	343-291-5727	
	E-Mail Address—Cour	riel:
Partner	nancy.cleroux@cbsa-ast	<u>fc.gc.ca</u>
Name, title of person authorized to sign (type or print) — Nom et tire du signataire autorisé (caractère d'impression)	Total Estimated Cost (HST Incl.) /Coût total	CurrencyType - Genre de devise :
tion of the designature autorise (caractered impression)	estimatif (TVH incl.):	Genre de devise :
	\$39,550	CAD

Vendor/Firm Name and Address Signed for the President by — Signé pour le Raison sociale et adresse du fournisseur/de l'entrepreneur : Président par : Digitally signed by CLEROUX **CLEROUX** NANCY Systemscope Date: 2020.02.11 11:30:57 NANCY 61A York Street -05'00' Ottawa, Ontario Signature Date K1N 5T2 Name and Position Title — Nom et Titre du poste Nancy Cleroux Strategic Procurement and Material Management Division (SPMMD)

PART 6 - RESULTING CONTRACT CLAUSES

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

6.1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

6.1.1 Contractor's Site(s) or Premises Requiring Safeguarding Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es):

191 Laurier Ave. W Ottawa, ON K1P 6M7 Canada

The Company Security Officer (CSO) must ensure through the <u>Industrial Security Program (ISP)</u> that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing
 Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by
 the Canadian Industrial Security Directorate (CISD), Public Works and Government Services
 Canada (PWGSC)
- The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid Reliability Status, granted or approved by CISD/PWGSC
- The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
- 4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
- 5. The Contractor/Offeror must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex
 - 2. Industrial Security Manual (Latest Edition)

6.2 Statement of Work

This Contract is being issued for the requirement of Professional Services of one(1) Project Manager for the Canada Border Services Agency under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions



2010B (201-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

Client Department Name: Canada Border Services Agency Address: 355 North River Road, Vanier Tower B, Ottawa, ON

Name:

Nancy Cleroux

Title:

A/Team Leader

Organization:

Canada Border Services Agency

Address:

Strategic Procurement and Materiel Management Division 355 North River Road, Tower B. 17th floor

Ottawa, Ontario K1A 0L8

Telephone:

343-551-6900

E-mail address:

nancy.cleroux@cbsa-asfc.qc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

Department Name and Address

Contact Name: Lome Boissonneault

Telephone: 819-210-9506

E-mail address: lorne.boissonneault@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Contact Name:

Telephone: 613-230-8330 Facsimile: 613-230-8384

E-mail address:

@systemscope.com

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information

will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

For the Work described in the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price as per Annex B.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ 35,000.00 Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.8 Method of Payment (Insert title of applicable clause)

SACC Manual Clause H1008C (2008-05-12), Monthly Payment

6.9 Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the



Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

6.10 Time Verification

SACC Manual Clause C0711C (2008-05-12), Time Verification

6.11 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c) By submitting invoices the Contract or is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d) The Contractor must send the invoice to <u>vendors-fournisseurs@cbsa-asfc.gc.ca</u> for payment. This email address is to be used only for submitting invoices and for payment status inquiries.

6.12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.13 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6,14 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.15 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-180027/142/ZT; and
- (g) the Contractor's bid as clarified on February 4, 2020.

6.16 Basis for Canada's Ownership of Intellectual Property

The Canada Border Services Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

6.17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

6.18 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order



that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

6.19 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

6.20 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

6.21 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

6.22 Contract Recourse Mechanisms

A potential supplier that has concerns regarding a federal procurement process is encouraged to first contact the **government institution that issued the Contract**. The fact that an objection is first directed to a government institution does not prevent a potential supplier from seeking recourse elsewhere. Should a Supplier wish to seek recourse outside of the issuing government institution, please refer to the <u>Recourse Mechanisms</u> page on the Buyandsell.gc.ca website and the clause below.

a) Office of the Procurement Ombudsman

A supplier may have recourse with the Office of the Procurement Ombudsman provided:

- · The contract has been awarded;
- Complainant is a Canadian supplier;
- Complaint is filed in writing, within 30 working days after public notice of the award of the contract; and
- A complaint regarding the award of a contract with a value less than \$25,300 for goods or less than \$101,100 for services.

For more information on the Procurement Ombudsman rules and procedures, please refer to: Office of the Procurement Ombudsman.

A supplier may also have recourse to the Federal Court of Canada or the Provincial Superior Courts.

b) Office of the Procurement Ombudsman - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties'

representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail

at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

c) Office of the Procurement Ombudsman — Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

ANNEX "A"

STATEMENT OF WORK

- 1. Statement of Work
- 1. Title

Chief Transformation Officer Branch (CTOB) - Innovation Support

2. Objectives:

- 2.1 CBSA has an important priority within the Chief Transformation Officer Branch (CTOB) to advance its innovation program, such as:
 - Enhance the definition and design of the innovation function within CTOB
 - Design and deliver an 'innovation jam' Workshop
- 2.2 As part of this priority, CBSA needs to establish its innovation program, in order to design, host, generate ideas awareness approaches (tentatively titled an "Innovation Jam") which must:
 - Collaboratively generate a catalog of innovation opportunities, ranging from problem-areas to specific solution ideas in various stages of readiness.
 - Build awareness of and capacity for using various innovative approaches and associated channels, both established (i.e., Innovative Solutions Canada) and emerging (i.e., Internal transformation initiatives), to prioritize, advance and organize progress around innovation development.
- 2.3 Within this context, CTOB is seeking to procure Senior Project Manager to support the Agency as we move forward on the development of an organization that incorporates innovation into the work being done through transformation.

3. Scope of Work:

3.1 The Chief Transformation Officer Branch (CTOB) will be the lead in the development and facilitation of an Innovation Jam session to support the objectives outlined above. In order to engage CBSA employees and leaders in the development of generating a catalog of ideas. There is a need to build awareness and learn how to develop ideas using various approaches and associated channels to prioritize, advance and organize progress around suggestions. The Contractor will play a key role in designing, developing and facilitating a pilot "Innovation Jam" specifically to support the objectives above. In addition they will provide expertise support to assist CTOB with establishing and executing an Innovation function in support of business transformation across the Agency.

4. Tasks and Deliverables:

4.1 The Contractor must be responsible for, but not limited to, the following tasks on an as and when requested basis:

Task 1 - Planning

- Working from materials provided by and meetings with the CBSA team, conduct preparation
 and planning for a generative workshop (tentatively titled *Innovation Jam*) to support the
 emerging innovation and transformation agenda within CBSA.
- Develop and document workshop plan, delivery, and facilitation plans for the innovation jam workshop.

Task 2 - Preparation

Execute workshop plan.

- In collaboration with CBSA, assist in development of communications plan and outreach materials to attract employee participation, management buy-in and confidence of leadership.
- Create and produce support collateral and materials for workshop.

Deliverable — Provide a project plan that includes clear objectives, approach, strategy, timelines and milestones including communication tools for the delivery of an Innovation Jam.

Task 3 – Innovation Functional Design

- In collaboration with the innovation team, define the key functions of the innovation team within CTOB including roles of programs and operations.
- Support the development of communications materials to engage internal stakeholders (CBSA branches, employees)
- Develop a plan and review the catalogue of business problems and ideas and meet with program leads to discuss objectives, preparation and approach for an Innovation Jam session.
- On a bi-weekly basis, develop and document workshop plan, delivery, and facilitation plans for the innovation jam workshop to be approved by the project authority.
- Engage internal stakeholder(CBSA branches) to collaboratively generate a catalog of business problems and ideas in order to build awareness and capacity for using various approaches and associated channels.
- Development of strategy, workshop document and project plan
- Support the development of a communication strategy/materials and key messages and functions
- Assist in the preparation of the Innovation Jam session
- Provide a final PDF report with results and lessons learned to the client authority

5. Deliverables

Provide a recommendation on the best approach to establishing the innovation function within CTOB and priority process.

Deliverables

Target date

Deliverable 1 – Planning

10 days after contract

award

Deliverable 2 – Preparation

1 week before workshop

Deliverable 3 – Innovation

By March 31, 2020

Functional Design

Total (including HST)

6. Work Location

The Work associated with the resulting Contract must be done at the Contractor's site, with the exception of meetings held at CBSA's site (191 Laurier Street, Ottawa, ON).

7. Travel Requirements

CBSA will not pay for any travel under this contract.

8. Language of Work

There are no requirements as to the language of work or the deliverables. They may be presented in one of the official languages. The final deliverables can also be presented in either of the official languages.

ANNEX "B" BASIS OF PAYMENT

A. Contract Period

During the period of the contract, the Contractor will be paid as specified below for work performed in accordance with the contract.

The Contractor will be paid as specified below for work performed in accordance with the Contract.

Milestone	Target date	Amount
Milestone 1 – Work Plan	5 days following contract award	
Milestone 2 – Design of event and associated collateral	1 week before the event	
Milestone 3 – Delivery and facilitation of event	February (TBC)	
Milestone 4 – Delivery of final report	1 week following the event	
Milestone 5 – Delivery of functional recommendations	March 31, 2020	
Total (excluding HST)		\$35,000

1.1 GST/HST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST is included in the total estimated cost shown on page 1 of this Contract. The estimated HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of HST paid or due.
- (c) All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.
- (d) The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

All estimates contained in the Contract relating to travel, optional items or as and when requested goods or services are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to exercise such options or purchase such services.

ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNICLASSIFIED



2020002436

Government Gouvernement of Canada du Canada

Cordract Number / Numéro du contrat	
 Security Classification / Classification de sécurité	

COMMON-PS-SRCL#6

8. Will the sun	Inved / PARTIE A (SUR) pley require access to FHOTECTED and/or CLASSIFIED COMSEC information or assets?	No Yes
Le foumles	ur aura-t-li accès à des renseignements ou à des blens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	✓ Nan Cui
Dans faffer	wee the level of sansitivity native, indiquer le rivieau de sensibilité :	
9. Will the sun	clier require access to extremely sensitive INFOSEC information or assets?	V Non □Y**
Le fourniss	eur aura 4-il accès à des renaelgnements ou à des biens INFOSEC de nature extrêmement délicate?	1
	s) of material / Titre(s) abrégé(s) du matériel	
	Number (Numbro du document : ISONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10, a) Personi	sel security screening level required / Niveau de contrôle de la sécurité du personnel requis	
1	RELIABILITY STATUS CONFIDENTIAL SECRET TOP SECION COTE DE FIABILITÉ CONFIDENTIEL SECRET TRÈS SEC	
		OP SECRET RÉS SECRET
	SITE ACCESS ACCES AUX EMPLACEMENTS	
	Special comments: Commentaires spéciaux: Contractor must be under escort at all times while in CBSA space	
	The state of the s	
	NOTE. Il multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être	fourni.
	screened personnel be used for portions of the work? conset sans autonastion sécuritaire peut-it se voir confler des parties du travall?	VI Non Ou
	All finisologues belacutes paracutas. Manual sa con contra com barraca en a acama.	7) No [Yes
	l'Armetive, le personnet en question sera-t-4 escorté?	Mon LOui
PART CASA	EGUARDS (SUPPLIER) / PARTIE C + MESURES DE PROTECTION (FOURNISSEUR)	
	ON / ASSETS / RENSEIGNEMENTS / BIENS	
11, a) Will lho	supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or	[7] No [7]Yes
premise	987	LY NonOva
Le four CLASS	nisseur sère-l-il lanu de recevoir et d'entreposer sur place des renseignements ou des blens PROTÉGÉS elfou IFIÉS?	
11 b) William	supplier be required to safeguard COMSEC Information or assets?	No Yes
Le loun	ulsaeur sera-1-8 tenu da protégar des renseignements ou des blans COMSEC?	
PRODUCTION)N	
	A SOUTH AND THE SECOND OF THE SECOND	- No - Yes
000ur 8	production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment Line supplier's alle or premises?	✓ Non Out
	ullations du formisseur serviront-elles à la production (fabrication elleu réparation elleu modification) de matériet PROTÉGÉ LASSIFIÉ?	20000004 20000004
INFORMATI	ON TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the	supplier be required to use its IT systems to electronically process, produce or stone PROTECTED and/or CLASSINED	Van ∏Yes
Informe	ilion or data? nasaur sera-44 tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des	Non LJOui
	naments ou des données PROTÉGÉS etiou CLASSIFIÉS?	
11. a) Will than	to be an electronic link between the supplier's IT systems and the government department or agency?	[7] No [7]Yes
Dispose	arat-on d'un lien électronique entre le système informalique du fournisseur et celul du mineilère ou de l'agence lementale?	L≝ Non LOui
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Kavita Maharaj		Security	Advisor		J KAVITA		
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Jacques Saumur
Contract Security Officer
Contracts Security Division(Division des contrats sécurité /
Contract Security Program/Programme de sécurité des contrats /
Public Services and Procurement Canada; Services publics et Approvisionnement Canada
Jacques Saumur@space-pwgsc.gc ca
Tetephone | Téléphone 613-048-1712
Facsimile | Téléphone 613-048-1712

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécuréé
UNCLASSIFIED

Purchasing Office — Bureau des Achats :

Canada Border Services Agency Agence des services frontaliers du Canada 355 North River Road - 355 ch. North River 17th Floor - 17^{jeme} étage Ottawa ON K1A OL8

Title - Sujet :

Job Hazard Analysis -Rigaud, QC

Contract No. — Nº du contrat :

2020001856

Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

D.D.P. — D.D.P. :

Destination of Goods, Services, And Construction - Destination des biens, services et construction See herein – voir aux présentes

Invoices to be sent to — Factures envoyer à :

Canada Border Service Agency Agence des services frontaliers du Canada vendors-fournisseurs@cbsa-asfc.gc.ca Anik.Devlin@cbsa-asfc.gc.ca

The Vendor/Firm hereby accepts/acknowledges this contract

Le fournisseur/entrepreneur accepte/accuse réception du
présent contrat :

Dec 12 2019

Signature

Name, title of person authorized to sign (type or print) — Nom et tire du signataire autorisé (caractère d'impression)

Contracting Authority — Autorité contractante : Gordie Hrehirchuk

Telephone No. — No de

téléphone:

Fax No. — No de télécopieur :

902-943-1854

E-Mail Address — Courriel:

Gordie.Hrehirchuk@cbsa-asfc.gc.ca

Total Estimated Cost (HST incl.) /Coût total estimatif (TVH incl.):

estimatif (TVH inc \$24,182.00 Currency Type -Genre de devise :

CAD

Vendor / Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur :

Workplace Safety & Prevention Services 5110 Creekbank Road Mississauga, ON L4W 0A1 Signed for the President by — Signé pour le Président par :

CLEROUX

Digitally signed by CLEROUX NANCY

NANCY

NANCY Date: 2019.12.11 20:12:52 -05'00'

Signature

Date

Name and Position Title — Nom et Titre du poste

Nancy Cleroux

Strategic Procurement Division (SPD)

Contract No. / No du contrat :2020001856

Purchasing Office — Bureau des Achats:

Canada Border Services Agency Agence des services frontaliers du Canada 355 North River Road - 355 ch. North River 17th Floor - 17^{ieme} étage Ottawa ON K1A 0L8

Title — Sujet: Job Hazard Analysis -Rigaud, QC

Contract No. — N° du contrat : 2020001856

Contract — Contrat

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Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

D.D.P. — D.D.P. :

Destination of Goods, Services, And Construction – Destination des biens, services et construction See herein – voir aux présentes

Invoices to be sent to — Factures envoyer à :

Canada Border Service Agency Agence des services frontaliers du Canada vendors-fournisseurs@cbsa-asfc.gc.ca Anik.Devlin@cbsa-asfc.gc.ca

The Vendor/Firm hereby accepts/a — Le fournisseur/entrepreneur acceptésent contrat :		Contracting Authority — Autorité contractante : Gordie Hrehirchuk				
		Telephone No. — No de téléphone:	Fax No. — No de télécopieur :			
		902-943-1854				
Signature	Date	E-Mail Address — Courrie	riel:			
		Gordie.Hrehirchuk@cbsa-asfc.gc.ca				
Name distance and a second		Total Fatimate d Coat	Courses and Tours			
Name, title of person authorized to Nom et tire du signataire autorisé (3 (). ,	Total Estimated Cost (HST incl.) /Coût total estimatif (TVH incl.):	Currency Type - Genre de devise :			
		\$24,182.00	CAD			

Raison sociale et adresse du fournisseur/de l'entrepreneur	Signed for the President by — Signé pour le Président par :
Workplace Safety & Prevention Services 5110 Creekbank Road Mississauga, ON L4W 0A1	Signature Date
	Name and Position Title — Nom et Titre du poste Nancy Cleroux
	Strategic Procurement Division (SPD)

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RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

1 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

Security Requirement for Canadian Supplier: Public Services and Procurement Canada File #Common-Professional Services Security Requirement Check List #6

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC)
- The Contractor/Offeror personnel requiring access to protected information, assets or sensitive work site(s) must EACH hold a valid **reliability status**, granted or approved by CISD/PSPC
- 3. The Contractor/Offeror must not remove any protected information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
- 4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
- 5. The Contractor/Offeror must comply with the provisions of the:
 - Security Requirements Check List and security guide (if applicable), attached at Annex C.
 - 2. Industrial Security Manual (Latest Edition)

ADDITIONAL SECURITY REQUIREMENT:

The CBSA, will conduct its own personnel Reliability Status assessment of the Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.

If the Contractor (specifically the Contractor personnel), has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.

The credit check and fingerprinting*, if required, will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian and International Industrial Security Directorate" (CIISD).

Until the credit check, fingerprinting* (if required) and all other security screening processes required have been completed and the Contractor (specifically the Contractor personnel) is deemed suitable by the CBSA, the Contractor (specifically the Contractor personnel) will not be permitted access to

Contract No. / No du contrat :2020001856

Protected / Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.

*Fees are applicable. Fingerprinting, if required, will be at the Bidder's cost.

2 Statement of Work

This Contract is being issued for the requirement of Professional Services for the Canada Border services Agency under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

<u>2010B</u> (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to June 30, 2020 inclusive.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Client Department Name: Canada Border Services Agency

Address: 263 Susie Lake Crescent, Halifax, NS

Name: Gordie Hrehirchuk
Title: Contracting Officer

Organization: Canada Border Services Agency

Strategic Procurement and Materiel Management Division

Address: 263 Susie Lake Crecent

Halifax, Nova Scotia B3S 0J5

Telephone: 902-943-1854

E-mail address: Gordie.Hrehirchuk@cbsa-asfc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Department Name: Canada Border Services Agency

Contact Name: Luc Charron Telephone: (613) 948-9827

E-mail address: Luc.Charron@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Contact Name: Telephone:

E-mail address: (@wsps.ca

6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7 Payment

7.1 Basis of Payment

For the Work described in the Statement of Work in Annex A:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price as per Annex B.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ 21,582.00 Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Travel and Living Expenses

SACC Manual Clause C4005C (2018-04-17)

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$ 1582.00.

8 Method of Payment

SACC Manual Clause H1008C (2008-05-12), Monthly Payment

9 Accounts and Audit

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

10 Time Verification

SACC Manual Clause C0711C (2008-05-12), Time Verification

11 Invoicing Instructions

- The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c) By submitting invoices the Contract or is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d) The Contractor must send the invoice to <u>vendors-fournisseurs@cbsa-asfc.gc.ca</u> for payment. This email address is to be used only for submitting invoices and for payment status inquiries.

12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

13 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

14 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

15 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2018-06-21), Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;

- (e) Annex C, Security Requirements Check List;
- (f) Supply Arrangement Number E60ZT-180027/038/ZT; and
- (g) the Contractor's bid dated October 8, 2019.

16 Basis for Canada's Ownership of Intellectual Property

The Canada Border Services Agency has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

17 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

18 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

19 Ownership

- 1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even

after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

20 Government of Canada Web Standards

The Work must comply with the Government of Canada standards established by the Treasury Board, that include the <u>Standard of Web Accessibility</u>, the <u>Standard on Web Usability</u>, the <u>Standard on Web Interoperability</u>, and the <u>Standard on Optimizing Websites and Applications for Mobile Devices</u>.

In addition, the Work must comply with the standards and guidelines developed by the department or agency for whom the Work is being performed. Such standards and guidelines are available from the department or agency's Web Standards Centre of Expertise

21 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

22 Intellectual Property Infringement and Royalties

- 1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3. The Contractor has no obligation regarding claims that were only made because:
 - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by

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the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

- 4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

ANNEX "A" STATEMENT OF WORK

JOB HAZARD ANALYSIS RIGAUD CAMPUS Border Service Instructors (BSI)

1.0 Background:

The CBSA was instructed by the Labour Program to develop an implementation plan for the Hazard Prevention Program that specifies the timeframe for which hazard assessments are to be completed. Included in the implementation plan is the Job Hazard Analysis (JHA) for Border Services Instructors (BSI)that meets the requirements of the Canada Occupational Health and Safety Regulations (COHSR) more specifically regulation 19, Hazard Prevention Program by the end of June 2019 as per the Implementation Plan.

No JHA was ever completed for the Border Services Instructors.

2.0 Objective:

The contractor will conduct the JHA using the methodology described in the CBSA Hazard Prevention Program and will confirm that all hazards in the work place have been considered, assess the appropriateness of the controls in place and recommend corrective measures where required.

Recognizing that BSI duties do contain a certain element of inherent risk, our objective is to eliminate, reduce or protect against hazards, which are identified and assessed through this job hazard analysis process. The results of the JHA will provide any information required for CBSA to remain fully compliant under Part II of the *Canada Labour Code*, (Code) and COHSR 19.

The JHA will be completed in three (3) phases: documentation review, site visits and interviews, and a final report, and should be completed within three (3) months from the contract commencement date.

3.0 Definitions

The following definitions, as outlined by CBSA Human Resources Branch, shall be used to support the objective of this job hazard analysis:

<u>Health and Safety</u> – The CBSA is a federally regulated employer and follows the requirements of the Code and its associated Canada Occupational Health and Safety Regulations. The Code specifies that "every employer shall ensure that the health and safety at work of every person employed by the employer is protected".

The JHA will incorporate all aspects of occupational health and safety as they apply to the job functions being analyzed. [Source – Canada Labour Code, Part II, 125.(1) CBSA, Human Resources Branch – OHS Section]

<u>Job Hazard Analysis</u> – A process to review methods, practices and procedures used to complete a job task. [Source – <u>Job Safety Analysis Made Simple</u>, p. 8 – a joint publication by ESDC-Labour Program and the Canadian Centre for Occupational Health and Safety (CCOHS) http://www.ccohs.ca/products/publications/JSA.html]

<u>Risk Assessment</u> – "Risk" is defined as the chance or probability that a person will be harmed or experience an adverse health effect if exposed to a hazard. Therefore, an assessment of the hazards identified will have to be completed in order to determine the level of risk. Prior studies may have been referred to as "Risk Assessments" but this typically forms part of the overall JHA process. [Source: <u>Job Safety Analysis Made Simple</u>, p. 2 – a joint publication by ESDC-Labour Program and

the Canadian Centre for Occupational Health and Safety (CCOHS); CBSA, Human Resources Branch – OHS Section1

4.0 Contractor's Responsibilities

The Contractor's responsibilities include the following:

- 4.1 The CBSA's Hazard Prevention Program must be used as a guideline for this analysis.
- 4.2 If any imminent risk to the health and safety of the officers is identified throughout this process it must be brought immediately to the attention of CBSA Management.
- 4.3 The Contractor's assigned resources must maintain Enhanced Reliability Clearance for the duration of the contracted period.
- 4.4 The Contractor must ensure the security of information recorded on any IT systems they utilize.
- 4.5 The Contractor must not disclose the names of the CBSA employees and officials that it interviews, or otherwise deals with.

5.0 Scope

The scope of the analysis must cover the job functions relating to the BSIs at the CBSA Rigaud Campus, including Control and Defensive Tactics (CDT), Scenario Based Training (SBT) and the Duty Firearm Course (DFC). There are approximately 80 BSIs employed at the Rigaud Campus.

6.0 Tasks

The CBSA will require the Contractor's Project Manager to play an active role in the day-to-day work. To achieve the objective of the analysis, the CBSA expects that the analysis be managed in three (3) complementary phases. Even though the work is to be carried out in three (3) distinct phases, the Contractor must ensure that it is complementary, continuous, and interconnected.

Phase 1 – Documentation Review:

During the initial phase of the analysis the Contractor will conduct a comprehensive review of relevant CBSA documentation, policies, programs and procedures, hazardous occurrence records etc. to assess relevance to protection of personnel from actual and potential hazards identified. The findings presented during Phase 1 will remain preliminary in nature until validated by the CBSA management. The CBSA will make every reasonable effort to complete the validation process within ten (10) calendar days from receipt of the Preliminary report.

Phase 2 - Site visits and interviews:

During Phase 2, the Contractor must confirm observations from Phase 1.

The Contractor must develop a broad consultation mechanism where a sample of employees affected by the analysis will have the opportunity to provide input. This may include, but is not limited to employee interviews including local health and safety committee, conference calls, e-mails, or other approved consultation mechanisms.

The Contractor is responsible for coordinating site visits, data collection and analysis. The CBSA Project Authority will assist the Contractor with the coordination of data collection. Any proposed employee questionnaire(s) must be approved by the CBSA Project Authority before being made final. The Contractor will confirm, through site visits, interviews, and a review of local contingency plans, the health and safety hazards and risks to which BSIs are exposed.

Following the review, the Contractor must produce and submit a Preliminary report. The Phase 2 report must:

- 1. Provide an overview of the assessment, including a table of areas visited, the dates of the visits, the duration of each visit, and the number of employees interviewed at each location.
- 2. Describe the procedure followed during the site visits.
- 3. Include a copy of any questionnaire used for employee consultations.
- 4. Identify information related to health and safety issues obtained through observation and interviews with BSIs as well as members of local workplace health and safety committee, management representatives or all other approved consultation mechanisms.
- 5. Identify steps, processes, and procedures already developed to identify and address the hazards to which BSIs may be exposed in their work, as well as the protective equipment and tools provided by the CBSA.
- 6. Identify any remaining activities that may pose a potential health and safety hazard which may require further attention by CBSA management.

The findings presented during Phase 2 will remain preliminary in nature until validated by the CBSA management. The CBSA will make every reasonable effort to complete the validation process within ten (10) calendar days from receipt of the Preliminary report.

Phase 3 – Final Report:

For Phase 3 the Contractor must submit a Final report in PDF format, which includes:

- 1. An executive summary
- 2. A summary of the preceding phases
- 3. A report on the specific results, conclusions and recommended corrective actions stemming from the job hazard analysis. The results should be based on the documentation review, site observations, data analysis, and interviews with officers, employee representatives and members of the local Occupational Health and Safety Committee.
- 4. Recommendations for improving existing measures or for introducing new measures of risk management related to health and safety will:

Be complete and provide all specific details.

- Describe how implementing the recommendation would minimize or reduce risks.
- 5. The final report will remain preliminary in nature until validated by CBSA Management. The CBSA will make every reasonable effort to complete the validation process within <u>ten (10) calendar days</u> from receipt of Preliminary report.
- 6. The CBSA Project Authority will authorize the Contractor to proceed with preparing the Final report for Phase 3.

7.0 Project Governance

- 7.1 The CBSA Project Manager for this analysis will be based in the city of Rigaud, Quebec.
- 7.2 All Preliminary and Final reports will remain the property of the CBSA and will not be released without prior authorization.
- 7.3 Contractor's Project Manager

The Contractor's Project Manager will be the primary contact for the CBSA. He/she will be responsible for coordinating all aspects of the study. His/her responsibilities will include, but are not limited to, the following duties:

- Ensure all project tasks, deliverables, and any other commitments, are met in a timely manner;
- Make themselves available for conference calls or meetings with CBSA managers and team members, on an as needed basis, to discuss any issues arising throughout the course of the study.

7.4 CBSA's Representatives

The CBSA's Designated Project Authority's responsibilities are to:

 Work closely with the Contractor's Project Manager to ensure that the Contractor meets all its contractual obligations and fulfills all project objectives, deliverables, timeframes, the total contract cost, and any other commitments;

- Ensure the Contractor receives support from the CBSA as stipulated in this Statement of Work,
 e.g. provides documentation such as work descriptions, training manuals, directives and provides feedback and appropriate authorizations as required; and
- Meet with the Contractor as required.

8.0 Deliverables

The Contractor will provide:

- 8.1 Written preliminary Phase 1, Phase 2 and Phase 3 reports in English two (2) weeks following the completion of each of the corresponding Phases, containing, at a minimum, the content as outlined in section 6.0. Tasks, submitted for the CBSA Project Authority's review.
- 8.3 The Contractor will, where applicable, make any required changes to the preliminary report and submit the final report to the Project Authority for final approval.
- 8.4 The Final reports for Phase 1, Phase 2 and Phase 3 respectively must be delivered in PDF within ten (10) working days of the completion of the validation of the preliminary report by CBSA management, or within a mutually agreed upon timeframe.
- 8.5 The Contractor will make a formal presentation after submitting the Phase 3 Report to CBSA Management, which may include concerned stakeholders, at the CBSA Campus in Rigaud, Quebec, followed by a question period.

9.0 Payment

- 9.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor shall be paid firm lot prices, including Harmonized Sales Tax extra, if applicable in accordance with the following milestones:
 - 80% at completion of Phase 2;
 - 20 % at completion of Phase 3.

ANNEX "B" BASIS OF PAYMENT

A. CONTRACT PERIOD

During the period of the contract, the Contractor will be paid as specified below for work performed in accordance with the contract.

The Contractor will be paid as specified below for work performed in accordance with the Contract.

Stream and Category	Level of Expertise	Resource	All-inclusive Per-Diem Rate	Number of Days Required for Project	Totals
Stream 8 – Employee Relations Consultant	Senior				\$10,000.00
Steam 8 – Employee Relations Consultant	Intermediate				\$10,000.00
TOTAL					\$20,000.00, plus tax

Anticipated Travel Expenses

Travel expenses are based on the following assumptions:

- -up to four trips to Rigaud, Québec require HIRA, onsite verification (2), final presentation)
- -consultants will be travelling during winter
- -consultants would be carpooling to Rigaud Campus si

Travel Expense Item	Cost
-Mileage	
-Four trips to Rigaud (270km X 3 = 1080km	
-Accomodation (for one trip to Rigaud)	
-2 nights accommodation @	
-2 nights accommodation @	

-Meals	
-2 days for breakfast, lunch, dinner @	
-2 days for lunch @	
-2 days for breakfast, lunch, dinner @	
-2 days for lunch @	
-Parking	
-4 days @	
TOTAL	\$1,582.00

NOTE 1: CBSA will be billed for actual expenses occurred in alignment with Treasury Board Secretariat Travel Directive.

1.1 Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

Hours worked X applicable firm per diem rate 7.5 hours

- (i) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (iii) No overtime charges will be authorized under the Contract. All time worked will be compensated according to terms of payment.

1.2 GST/HST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- (b) The estimated HST is included in the total estimated cost shown on page 1 of this Contract. The estimated HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of HST paid or due.
- (c) All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.
- (d) The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

All estimates contained in the Contract relating to travel, optional items or as and when requested goods or services are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to exercise such options or purchase such services.

Contract No. / Nº du contrat :2020001856

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Government Gouvernment of Canada du Canada			Contract Number / Numéro du cont	
		Secu	rity Classification / Classification de	securité
LISTE DE VÉ	SECURITY REQUIREM	ENTS CHECK LIST CES RELATIVES A	(SRCL) LA SÉCURITÉ (LVERS)	
PART A - CONTRACT INFORMATION / PA	RTIE A - INFORMATION CONT	RACTUELLE 2.	Branch or Directorate / Direction gé	nérale ou Direction
Ministère ou organisme gouvernemental o Canada Border Services Agency	l'origine	l Hi	RB/LRCD	
3. a) Subcontract Number / Numéro du conf	rat de sous-traitance 3. b) f	Varne and Address of	Subcontractor / Norn et adresse du	sous-traitent
4. Brief Description of Work - Brève descripti		·····		
Job Hazard Analysis for Border Service	s Instructors at the Rigaud C	Campus		
 a) Will the supplier require access to Cor Le fournisseur aura-t-il accès à des ma 	archandises contrôlées?			V Non □
Will the supplier require access to unc Regulations? Le fournisseur aura-t-il accès à des do Règlement sur le contrôle des donnée	nnées techniques militaires non			✓ Non □
6. Indicate the type of access required - Indi				
Will the supplier and its employees rec Le fournisseur ainsi que les employés (Specify the level of access using the (Préciser le niveau d'accès en utilisant)	auront-its acces a des renseign thart in Question 7, c)	Emenio do a des oseis	ormation or assets? Is PROTÉGÉS et/ou CLASSIFIÉS?	Non 📝
Will the supplier and its employees (e. No access to PROTECTED and/or CL Le fournisseur et ses employés (p.ex. L'accès à des renseignements ou à de	g. cleaners, maintenance person ASSIFIED information or assets	nnel) require access to is permitted.		☑ Non □
c) is this a commercial courier or delivery S'agit-il d'un contrat de messagerie ou	requirement with no overnight de livraison commerciales sans	storage? s entreposage de nuit	?	✓ No □
7. a) Indicate the type of information that the		[]		tevra avoir accès
Canada 🗸	NATO / OT/	rn []	Foreign / Étranger	
7. b) Release restrictions / Restrictions rela	All NATO countries		No release restrictions	
No release restrictions Aucune restriction relative a la diffusion	Tous les pays de l'OTA	N LJ	Aucune restriction relative à la diffusion	L
Not releasable À ne pas diffuser	SALES CALLED TO THE SALES			
Restricted to: / Limité à :	Restricted to: / Limité à	L	Restricted to: / Limité à :	LJ
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / F	reciser le(s) pays :	Specify country(les): / Préci	ser ie(s) pays .
7. c) Level of information / Niveau d'informa	······································			
PROTECTED A PROTEGE A	NATO UNCLASSIFIED NATO NON CLASSIFIE		PROTECTED A PROTEGE A	Щ
PROTECTED B PROTEGÉ B	NATO RESTRICTED NATO DIFFUSION RE	STREINTE .	PROTECTED B PROTÉGÉ B	
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Contract No. / No du contrat :2020001856

Government of Canada	Gouvernement du Canada		Contract Numb	er / Numéro du contrat
			Security Classification	on / Classification de sécurité
IRT A (continued) I F	PARTIE A (cuite)			
12611 85 - 21-25-2	ire access to PROT -il accès à des rense vel of sensitivity:		SEC information or assets? C désignés PROTÉGÉS et/ou CLASSIFIÉ:	S? No Yes
VASII the supplier requ	ire access to extrem	nely sensitive INFOSEC information	or assets: C de nature extrêmement délicate?	☑ No ☐ Yes Non ☐ Oui
Short Title(s) of mate				
Document Number /	Numéro du docume	nt :		
		TIE B - PERSONNEL (FOURNISS		
RELIABILITY	STATUS	uired / Nivesu de contrôle de la séc CONFIDENTIAL	SECRET	TOP SECRET TRÉS SECRET
COTE DE FIA		CONFIDENTIEL	SECRET NATO SECRET	COSMIC TOP SECRET
TRÉS SECRE		L NATO CONFIDENTIEL	LI NATO SECRET	COSMIC TRÊS SECRET
SITE ACCES ACCÉS AUX	s Emplacemente			
Special commer Commentaires s	spéciaux :			
NOTE: If multip	ple levels of screening	ng are identified, a Security Classifi le contrôle de sécurité sont requis.	cation Guide must be provided. un guide de classification de la sécurité doi	t ëtre fourni.
b) May noscreened	nersonnel be used fo	or portions of the work?		□ No □ Yes
	is autorisation sécuri ened personnel be e	taire peut-il se voir confier des part	es ou travail?	V Non □ Oul
Dans l'affirmative	, le personnel en que	estion sera-t-il escorté?		Non Oui
		ARTIE C - MESURES DE PROTEC	TION (FOURNISSEUR)	
NFORMATION / ASSE				
			LASSIFIED information or assets on its site seignements ou des biens PROTEGÉS et	
, b) Will the supplier t Le fournisseur se	ne required to safegu ra-t-il tenu de protég	ard COMSEC information or asset- er des renseignements ou des bier	s? is COMSEC?	Non Yes
RODUCTION				
equipment occur	at the supplier's site du foumisseur servin	or premises?	ROTECTED and/or CLASSIFIED material o n et/ou réparation et/ou modification) de ma	Limit Nort Limit Out
NFORMATION TECH	NOLOGY (IT) MEDI	A / SUPPORT RELATIF À LA TEC	HNOLOGIE DE L'INFORMATION (TI)	
d at 1868 the remainer	rmalian ar data?	ses propres systèmes informatique	is, produce or store PROTECTED and/or s pour traiter, produire ou stocker èlectroniq	V No Yes Non ☐ Yes Uuement
CLASSIFIED info	ra-t-ii tenu d'unisser : ents ou des données	PROTEGES evou CLASSIFIES		

Gouvernement Gouvernement of Canada du Canada

Agence des services frontaliers du Canada

Contract No. / No du contrat :2020001856

Contract Number / Numéro du contrat

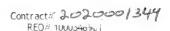
Security Classification / Classification de sécurité

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				Cosmberes:		Três Secret	NATO Diffusion Restreinte	NATO Confidentiel		COSMIC Trés Secret	Α	8	С	Connectues		Très Secret
Information / Assets Renseignements / Biens		✓														
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IT Link Lien electronique																
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if Yes, classify the Dans l'affirmativ	nis fo e, cla	m b Issifi	y ann er le p	otating the tore	top and utaire e	bottom i n indiqu	in the area ant le nive	entitled "Sei u de sécuri	curity C té dans	lassificat la case ir	ion". ititul	ée.				
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	Security Classification / Classification de sécurité	Connell
TBS/SCT 350-103 (2004/12)		Canada

Contract No. / Nº du contrat :2020001856

Government Gouverner du Canada				Contract Number / Nu	mêro du contrat
			S	curity Classification / Cla	ssification de sécurité
PART D - AUTHORIZATION / PART	TIE D - AUTORISATIO	ON			
 Organization Project Authority / C Name (print) - Nom (en lettres mouté 		rganisme Title - Titre		ı Signature	
Luc Charron		Senior OH	S Advisor		
Telephone no Nº de téléphone	Facsimile - Télécoj	pieur	E-mail address - Adresse c		Date
(613) 948-9827			Luc.Charron@CBSA-	ASFC.gc.ca	2019-07-25
 Organization Security Authority / Name (print) - Nom (en lettres moulé 		curité de l'organi: Title - Titre	sme	Signature	
Pedro lis	Gc	SrS	ec Advisor	1	and the second s
Telephone no. « N° de téléphone	Facsimile - Télécoj	pieur	E-mail address - Adresse c	ourriel	Date , ,
245-291-2745			Kedro le 20 (2056-50CA	1 25/07/19
 Are there additional instructions (Des instructions supplémentaires 	e.g. Security Guide, S (p. ex. Guide de sécu	ecurity Classifica irité, Guide de cla	ition Guide) attached? assification de la sécurité) sor	rt-elles jointes?	No Yes
6. Procurement Officer / Agent d'app					
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	
Telephone no N° de téléphone	Facsimile - Téléco	pieur	E-mail address - Adresse c	ourriel	Date
	0000				
7. Contracting Security Authority / A		n matière de séc	urité		
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	
Telephone no Nº de téléphone	Facsimile - Téléco;	pieur	E-mail address - Adresse o	 ourriei	Date
	000000000000000000000000000000000000000				
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	1	A	#		
		Security Classi	fication / Classification de séc	unte	Canadä
TB\$/5CT 330-103 (2004/12)	<u> </u>				Canada



Purchasing Office — Bureau des Achats :

Canada Border Services Agency Agence des services frontaliers du Canada 355 North River Road - 355 ch. River nord 17th Floor - 17^{teme} étage Ottawa ON K1A 0L8

Contract --- Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

Title - Sujet:

Directed ProService contract- E60ZT-180026/183/ZT Leadership Intelligence Series

Contract No. — Nº du contrat:

:2020001349

D.D.P. - D.D.P. :

Destination of Goods, Services, And Construction— Destination des biens, services et construction

See herein — voir aux présentes

Invoices to be sent to — Factures envoyer à:

Canada Border Service Agency
Agence des services frontaliers du Canada
vendors-fournisseurs@cbsa-asfc.gc.ca

The Vendor/Firmhereby accepts/acknowledges this contract—fournisseur/entrepreneur accepte/accuse réception du présen contrat:		- Autorité contractante :
Tuesday October 15 2019 Signature Date	Telephone No. — No de téléphone: 343-291-5700	Fax No. — No de télécopieur :
Date Director of Operations & Government Programs	E-Mail Address — Courr Ahmed.el-halawany@cbsa	
Name, title of person authorized to sign (type or print) — Nom et tire du signataire autorisé (caractère d'impression)	Total Estimated Cost (HST incl.) /Coût total estimatif (TVH incl.):	Currency Type - Genre de devise :
	\$23,730	CAD

Vendor/Firm Name and Address Signed for the President by — Signé pour le Raison sociale et adresse du fournisseur/de l'entrepreneur : Président par : Digitally signed by CLEROUX NANCY **CLEROUX** DN: c=ca, o=gc, ou=ccra-adic, ou=PERSONNEL, cn=CLEROUX NANCY, serialf\terriber=2015212231102458 NANCY 1101417 Ontario Inc., Operating as Career Joy Date: 2019.10.11 10:43:46 -04'00' Signature Date Suite 200 - 15 Fitzgerald Rd. Ottawa, ON K2H 9G1 Name and Position Title — Nom et Titre du poste Nancy Cleroux Team Leader, Strategic Procurement and Material Management Division (SPMMD)

Contract#2020001312 REQ# 1000348951

Purchasing Office - Bureau des Achats:

Canada Border Services Agency Agence des services frontaliers du Canada 355 North River Road - 355 ch. River nord 17th Floor - 17^{ieme} étage Ottawa ON K1A OL8

Title — Sujet:

Directed ProService contract- E60ZT-180026/183/ZT Leadership Intelligence Series

Contract No. — Nº du contrat:

2020001312

Contract — Contrat

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

D.D.P. — D.D.P. :

Destination of Goods, Services, And Construction— Destination des biens, services et construction

See herein — voir aux présentes

Invoices to be sent to — Factures envoyer à:

Canada Border Service Agency
Agence des services frontaliers du Canada
vendors-fournisseurs@cbsa-asfc.gc.ca

The Vendor/Firmhereby accepts/acknowledges this contract — Le	Contracting Authority —	- A utorité contractante :
fournisseur/en trepreneur accepte/accuse réception du présent con trat :	Ahmed El-halawany	
	Telephone No. — No de téléphone:	Fax No. — No de télécopieur :
Tuesday October 15 2019 — — — — — — — — — — — Date	343-291-5700	
Signature Date	E-Mail Address — Courri	el:
	Ahmed.el-ha lawany@cbsa-	-asfc.gc.ca
Director of Operations & Government Programs		
Name, title of person authorized to sign (type or print) — Nom et tire du signataire autorisé (caractère d'impression)	Total Estimated Cost (HST incl.) /Coût total estimatif (TVH incl.):	Currency Type - Genre de devise :
	\$23,730	CAD

Vendor/Firm Name and Address Signed for the President by — Signé pour le Raison sociale et adresse du fournisseur/de l'entrepreneur : Président par : Digitally, signed by CLEROUX NANCY CLEROUX DN: c=ca, o=gc, ou=ccra-adrc, ou=PERSONNEL, cn=CLEROUX NANCY, serialNumber=2015212231102458 1101417 Ontario Inc., Operating as Career Joy Date: 2019.10.11 10:43:46 -04'00' Signature Date Suite 200 - 15 Fitzgerald Rd. Ottawa, ON K2H 9G1 Name and Position Title — Nom et Titre du poste Nancy Cleroux Team Leader, Strategic Procurement and Material Management Division (SPMMD)

1 Security Requirements

- 1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.
 - A. An escort will be provided to unscreened private sector individual(s) needing access to a Government of Canada facility/work site.
 - B. No access to Government of Canada Protected and/or Classified information will be granted to unscreened private sector individuals performing the work necessary for this contract; and
 - C. The Technical Authority will be providing 24/7 escort to the private sector individuals while they are on site (CBSA premise).

2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from Contract Award Date to March 31,2020.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ahmed El-Halawany Title: Procurement Officer Canada Border Service Agency Strategic Procurement Division

Address: 355 North River Road, Vanier Tower B, 17th Floor

Ottawa (Ontario) K1A 0L8

Telephone: 343-291-5700

E-mail address: ahmed.el-halawany@cbsa-asfc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Janie Ranger Title: Strategic Advisor

Organization: Canada Border Services Agency

Telephone: 343-291-6512

E-mail address: janie ranger@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name:

Title: Director of Operations & Government Programs

Address: 251 Laurier Ave. West, Suite 900, Ottawa, Ontario, K1P 5J6

Phone number: 1-877-256-2569 [Mobile number:

E-mail address: @careerjoy.com

6. Payment

6.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$21,000. Customs duties are excluded and Applicable Taxes are extra.

6.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ \$21,000. Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by

the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) By submitting invoices the Contract is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- c) The Contractor must send the invoice to <u>vendors-fournisseurs@cbsa-asfc.gc.ca</u> for payment. This email address is to be used only for submitting invoices and for payment status inquiries.

8 Priority of Documents



Contract#2020001312 REQ# 1000348951

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2029 (2016-04-04) General Conditions Goods or Services (Low Dollar Value);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List (if applicable);

ANNEX "A" Statement of Work

STATEMENT OF WORK

1.0 Scope:

The scope of this workshops series aims to develop leadership competencies for the Infrastructure and Information Security Division (IISD) managers and employees. Some workshops and webinars will be extended to other employees of the Security and Professional Standards Directorate (SPSD).

2.0 Objective:

The objectives is to provide coaching to our employees on:

- Integrity and Respect;
- Creating vision and Strategy;
- Promoting Innovation and Guide Change;
- Collaborating with Partners and Stakeholders;
- Achieving Results;
- Mobilizing people.

This will ultimately result in improving our relationships and communications among us and our clients, leveraging our Change management and Self-Management skills, and helping in the Resilience and Stress Management of our division and directorate.

This contract mandate is to deliver a series of workshops during the fiscal year 2019-2020. It contains two (2) full-day workshops and four (4) webinars. These workshops are part of our Engagement Plan 2019-2020, where the main goal is to strive to maintain strong engagement and communication with our new division employees, which are located across the country.

3.0 Background:

On April 1st, 2019, the security services were nationalized, which means that regional reporting is now reporting at the national level. The initiative objectives will also help us:

- improve accountability;
- more consistently deliver our services across Canada;
- better manage our workloads;
- have more flexibility in how our services are delivered;
- increase our value to our clients.

In order to achieve these objectives, key foundational communications pieces need to be put in place to support our managers and employees across the board.

Change Management activities has been conducted in last fiscal year, but this year's activities are concentrated on the engagement and leadership of our employees. This will help strengthen our relationship, leverage the way we are working together, and improve the quality of our services.

4.0 Terminology:

The below terminology provides a glossary of acronyms and definitions of frequently used words contained in the Statement of Work (SOW). These definitions match any definitions defined in the solicitation/contract including the general conditions.

Acronyms	Definitions
GoC	Government of Canada
IISD	Infrastructure and Information Security Division
NCR	National Capital Region
SOW	Statement of Work
SPSD	Security and Professional Standards Directorate
SRCL	Security Requirement Check List

5.0 Reference Documents:

The main reference document is a proposal from the *CareerJoy* company that propose a Leadership Development program for our Directorate/Division.

For more details, please find attached the proposal that includes a breakdown of all workshops identified in the Leadership Development program.

The entire curriculum of the company can found at: https://careerjoy.com/

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Upon completion and approval of the SOW, SRCL, Employer-Employee Relationship Checklist, Sole Source Justification and Sole Source Questions and Bid Evaluation Criteria the contractor will be advised through proper procurement channels of the awarding of the contract.

6.0 Requirements:

The contract includes the delivery of two (2) full-day workshops and four (4) Webinars (two (2) in French and two (2) in English).

Leadership Development program

- LC 101: Leadership Development: Leadership Starts With You
 - To be delivered in person (in English) in Montreal, Qc. on October 24th, 2019 during the IISD Managers Workshop.
- LC 102: Succeeding Inside the Dynamics of a Diverse Workplace
 - To be delivered via webinar, Canada-Wide on November 20th, 2019. A French session in the morning and an English session in the afternoon.
- LC 103: Leading Organizations in Mindfulness & Unconscious Bias
 - To be delivered via webinar, Canada-Wide on December 12th, 2019. A French session in the morning and an English session in the afternoon.
- LC 104: Building a Culture of Wellness & Resilience
 - To be delivered in person (in English) in Ottawa, Ont, early February 2019 during the IISD Team Leaders and Managers Workshop.

6.1 Tasks:

For the two (2) full-day workshop, the contractor must deliver the sessions in person in Ottawa and in Montreal as outlined in the section 6.0 Requirements.

For the four (4) webinars, the contractor must deliver Canada-Wide sessions in both official languages as outlined in the section 6.0 Requirements.

6.2 Deliverables, Acceptance Criteria and Delivery Schedule:

The contractor must deliver the entire calendar of the Leadership Development program outlined in the section 6.0 Requirements.

• LC 101: Leadership Development: Leadership Starts With You

- Description: This workshop assists participants in developing the confidence and competence they need to lead effectively, communicate successfully, influence others and have a lasting impact on the people around them.
- To be delivered in person (in English) in Montreal, Qc, on October 24th, 2019 during the IISD Managers Workshop.
- o Material: description, quantity, format (for example, hard or soft copy, paper size, structure, color, etc.), language
- Acceptance criteria: Delivering the entire session within the allotted time, at the specific date and location, and for a maximum of 20 persons.

• LC 102: Succeeding Inside the Dynamics of a Diverse Workplace

- Description: In this webinar we will discuss communication challenges and how to communicate
 effectively within a diverse workplace, identifying ways that each employee/manager can
 contribute to creating and supporting a workplace where everyone is able to bring their whole
 selves to work. This session will explore techniques and strategies to allow your staff to handle
 difficult
 - conversations and manage challenging internal dynamics with skill and confidence.
- To be delivered via webinar, Canada-Wide on November 20th, 2019. A French session in the morning and an English session in the afternoon.
- Material: description, quantity, format (for example, hard or soft copy, paper size, structure, color, etc.), language
- Acceptance criteria: Delivering the entire session within the allotted time, at the specific date and location and for a maximum of 100 persons.

LC 103: Leading Organizations in Mindfulness & Unconscious Bias

- Description: This webinar increases the recognition of mental events in the present moment which provides countless benefits including becoming more mindful of their behaviours and actions and learn how to express and interpret their present environment.
- To be delivered via webinar, Canada-Wide on December 12th, 2019. A French session in the morning and an English session in the afternoon.
- Material: description, quantity, format (for example, hard or soft copy, paper size, structure, color, etc.), language
- Acceptance criteria: Delivering the entire session within the allotted time, at the specific date and location and for a maximum of 100 persons.

LC 104: Building a Culture of Wellness & Resilience

 Description: This workshop is designed to enhance healthy outcomes, create a renewed sense of physical and emotional fitness, reduce stress, build resiliency, promote healthy communication through tools and strategies that can improve workplace, team and individual health.

- To be delivered in person (in English) in Ottawa, On, early February 2019 during the IISD Team Leaders and Managers Workshop.
- Material: description, quantity, format (for example, hard or soft copy, paper size, structure, color, etc.), language
- Acceptance criteria: Delivering the entire session within the allotted time, at the specific date and location and for a maximum of 30 persons.

For all workshops and webinars, the contractor will prepare and put together all training materials. The contractor is responsible to bringing or delivering hard copies of training materials to the CBSA facilities

6.3 Constraints:

- I. The contractor must identify any replacement as soon as possible and notify Technical Authority at least 3 days in advance of the event;
- II. The contractor must deliver the entire Leadership Development program as outlined in the section 6.2 Deliverables, Acceptance Criteria and Delivery Schedule and as per the proposal;
- III. The contractor must confirm their videoconference equipment or other type of electronics requirements needs to the Technical Authority a least 10 business days in advance of each session;
- IV. The contractor must test their Webinar system prior to each session. If the systems is not working, the contractor is responsible for recommending solutions to the Technical Authority;
- V. The contractor must deliver the entire Leadership Development program in the Canadian official languages;
- VI. The contractor must hold and maintain a valid reliability security status and during the length of the contract.
- VII. The contractor must wear a visitor pass and be escorted at all time in CBSAs facilities;
- VIII. CBSA network will not be accessible to the contractor;
- IX The contractor must provide to CBSA any training material (soft/hard copies, books, USB devices, password to access Webinars, etc.) for all sessions at least 2 days prior to the event.
- X Travel expenses are not included in the present proposal. Any applicable travel expenses outside of the NCR must be identified by the contractor to CBSA procurement team and pre-approved prior to the awarding of this contract. Furthermore, all applicable travel expenses must be compliant with the GoC travel policy and within the allowed threshold.
- XI. All Travel expenses that are declare after the awarding of this contract will not be reimburse by the Agency.
- XII. The contractor will not be provided with a means nor reimbursed for travel in the NCR. We do not provide taxi chits, bus passes or otherwise to Contractors.

6.4 Support Provided by Canada:

The Canada roles and responsibilities in this contract are minimal, as it is a contract for the development and growth of CBSA employees. However, in awarding this contract we are supporting a Canadian company and ultimately improving our services that support national security.

ANNEX "B" Basis of Payment

Leadership Class Workshop Series Session 1

Topic: Leadership Starts with You

Date: October 22nd 2019 - 9 am to 4:00 pm

Location: Ottawa, Ontario

Facilitator:

Leadership Class Workshop Series Session 2A (French)

Topic: Succeeding Inside the Dynamics of a Diverse Workplace

Date: November 20 2019 - 2 hour webinar

Location: Webinar, Canada-Wide

Leadership Class Workshop Series Session 2B (English)

Topic: Succeeding Inside the Dynamics of a Diverse Workplace

Date: November 20 2019 - 2 hour webinar

Location: Webinar, Canada-Wide

Leadership Class Workshop Series Session 3A (French)

Topic: Leading Organizations in Mindfulness & Unconscious Bias

Facilitator:

Date: December 12 2019 - 2 hour webinar

Location: Webinar, Canada-wide

1Leadership Class Workshop Series Session 3B (English)

Topic: Leading Organizations in Mindfulness & Unconscious Bias

Date: December 12 2019 - 2 hour webinar

Location: Webinar, Canada-wide

Leadership Class Workshop Series Session 4

Topic: Building a Culture of Wellness & Resilience

Date: February 3rd 2020 Location: Ottawa, Ontario

Facilitator:

4 Webinar's Priced at \$

2 Full Day workshops priced at \$

Total Cost \$23,730



ANNEX "C" Security Requirements Check List

Government Gouvernment of Canada du Canada	300000000000000000000000000000000000000	Contract Number / Numero du cor	rtrat
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PART A (continued) / PARTIE A (suit 8. Will the supplier require access to P Le fournisseur aura-t-il accès à des If Yes, indicate the level of sensitivit Dans l'affirmative, indiquer le niveau	ROTECTED and/or CLASSIFIED COMS tenseignements ou à des blens COMSE (-	SEC information or assets? C designes PROTEGES et/ou CLASSIFIÉ	S? Non Yes
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Contract#2020001312 REQ# 1000348951

PART D - AUTHORIZATION / PARTIE D - AUTORISATION 13. Organization Project Authority / Chargé de projet de l'organisme Name (print) - Nom (en lettres moulées) Telephone no Nº de téléphone (343) 291-5968 14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres moulées) Title - Titre Signature Dete Rachida. Benouattaf@cbsa-asfc.gc.ca 14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) - Nom (en lettres moulées) Title - Titre Security advisor Telephone no Nº de téléphone (343) 291-7749 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplementaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? Têle - Titre Signature No Non Non Têle - Titre Tâle - Titre Signature No Non Telephone no Nº de téléphone Facsimile - Télécopieur E-mail address - Adresse courriel Date No Non Telephone no Nº de téléphone Facsimile - Télécopieur E-mail address - Adresse courriel Non Non Des instructions supplementaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No Non Têlephone no Nº de téléphone Facsimile - Télécopieur E-mail address - Adresse courriel Non Non Date
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16. Procurement Officer / Agent d'approvisionnement Name (print) - Nom (en lettres moulées) Title - Titre Signature
17. Contracting Security Authority / Autorisé contractante en matière de sécurité
Name (print) - Nors (en lettres moulées) Title - Titre Signature
Telephone no Nº de téléphone Facsimile - Télécopleur E-mail address - Adresse courriel Date

Purchasing Office - Bureau des Achats :

Canada Border Services Agency Agence des services frontaliers du Canada 355 North River Road - 355 ch. River nord 17º Floor - 17' étage Ottawa ON KIA OL8

Contract --- Contrat

Signature

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s), Title - Sujet:

Directed ProService Contract: COACHING ALLIANCES

SO/SA: E60ZT-180025/103/ZT

Contract No. -- Nº du contrat :

2020001830

D.D.P. -- D.D.P. :

Destination of Goods, Services, And Construction Destination des biens, services et construction

See herein - voir aux présentes

Invoices to be sent to --- Factures envoyer à :

Canada Border Service Agency Agence des services frontaliers du Canada

vendors-fournisseurselebsa-aste.gc.cn

The Vendor/Firm hereby accepts/acknowledges this contract — Le | Contracting Authority — Autorité contractante : fournisseur/entrepreneur accepte/accuse réception du présent

19.12.10

Ahmed El-halawany

Telephone No. - No de Fax No. - No de téléphone: télécopieur :

343-291-5700

E-Mail Address -- Courriel:

Ahmed.el-halawany@cbsa-asfc.gc.ca

Name, title of person authorized to sign (type or print) -Nom et tire du signataire autorisé (caractère d'impression)

Kinifal Coachi Consulton

Total Estimated Cost (HST incl.) /Coût total estimatif (TVH incl.) : Currency Type -Genre de devise :

\$31,075.00

CAD

Vendor / Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur :

Coaching Alliances inc 147 Glebe Avenue, Ottawa ON K1S 2C4 Signed for the President by --- Signé pour le Président par :

CLEROUX NANCY Digitally signed by CLERGUX NANCY Date, 2019 12:06:08:49:38 | 05:00

Signature

Name and Position Title --- Nom et Titre du poste

Nancy Cleroux

Team Leader, Strategic Procurement and Material Management Division (SPMMD)

Coaching Alliances inc 147 Glebe Avenue, Ottawa ON K1S 2C4 Agence des services frontaliers du Canada

Contract#2020001830 REQ#1000350187

Date

Purchasing Office — Bureau des Achats :	Title — Sujet:						
Canada Border Services Agency Agence des services frontaliers du Canada	Directed ProService Contract : COACHING ALLIANCES SO/SA : E60ZT-180025/103/ZT						
355 North River Road - 355 ch. River nord 17 th Floor - 17 ^{ieme} étage	Contract No. — Nº du c	ontrat :					
Ottawa ON K1A 0L8	2020001830						
Contract — Contrat							
Your proposal is accepted to sell to Her Majesty the Queen, in	D.D.P. — D.D.P. :						
right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods	Destination of Goods, Services, And Construction — Destination des biens, services et construction						
and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.	See herein — voir aux présentes						
Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les	Invoices to be sent to — Canada Border Service As						
biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).	Agence des services frontaliers du Canada vendors-fournisseurs@cbsa-asfc.gc.ca						
The Vendor/Firm hereby accepts/acknowledges this contract — Le	Contracting Authority —	– Autorité contractante :					
fournisseur/entrepreneur accepte/accuse réception du présent contrat :	Ahmed El-halawany						
	Telephone No. — No de téléphone:	Fax No. — No de télécopieur :					
	343-291-5700						
Signature Date	E-Mail Address — Courri	iel:					
	Ahmed.el-halawany@cbs	a-asfc.gc.ca					
Name, title of person authorized to sign (type or print) — Nom et tire du signataire autorisé (caractère d'impression)	Total Estimated Cost (HST incl.) /Coût total estimatif (TVH incl.):	Currency Type - Genre de devise :					
	\$31,075.00	CAD					
Vendor / Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur :	Signed for the President	by — Signé pour le					
Raison sociale et auresse un rournisseur/de i entrepreneur :	Président par :						

Signature

Name and Position Title — Nom et Titre du poste

Nancy Cleroux Team Leader, Strategic Procurement and Material Management Division (SPMMD)

PART 2 - RESULTING CONTRACT CLAUSES

1 Security Requirements

1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Common Professional Services Security Requirement Check List #1

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
- 2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **Reliability Status**, granted or approved by CISD/PWGSC
- 3. The Contractor/Offeror may remove protected information or assets from the work site(s) as required by this Contract/Standing Offer/Supply Arrangement, but is **not AUTHORIZED TO SAFEGUARD MATERIAL OVERNIGHT**. The Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction
- 4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
- 5. The Contractor/Offeror must comply with the provisions of the:
 - 1. Security Requirements Check List and security guide (if applicable), attached at Annex C
 - 2. Industrial Security Manual (Latest Edition)

2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

3.1 General Conditions

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from Contract Award date to March 31,2020.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ahmed El-halawany Title: Procurement Officer Canada Border Service Agency Finance and Corporate Management Branch 355 North River Road, Vanier Tower B, 17th Floor, Ottawa (Ontario) K1A 0L8

Telephone: 343-551-6914

E-mail address: ahmed.el-halawany@cbsa-asfc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Contact Name: Marie-France Champagne

Telephone: 343-291-5212

E-mail address: Marie-France.Champagne@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Contact Name: Telephone:

E-mail address: geoachingalliances.ca

6. Payment

1.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$27,500.00. Customs duties are excluded and Applicable Taxes are extra.

6.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$27,500.00. Customs duties are excluded and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Method of Payment (Monthly Payment)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7. Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show the applicable contract number.
- c. By submitting invoices the Contractor is certifying that the goods and/or services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. All invoices must be submitted using the following method (only one copy of the invoice should be sent to the Agency):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

vendors-fournisseurs@cbsa-asfc.gc.ca

This email address is to be used for submitting invoices and for payment status inquiries.

Direct Deposit:

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact <u>ca-ci@cbsa-asfc.gc.ca</u> to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2029 (2016-04-04) General Conditions Goods or Services (Low Dollar Value);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List (if applicable);
- (f) Annex D, PROSERVICES FLEXIBLE GRID

ANNEX "A"

STATEMENT OF WORK

1.0 TITLE:

Executive and Leadership Coaching Services for 6 Chief Transformation Officer Branch (CTOB) employees

2.0 SCOPE / OBJECTIVE:

Secure professional coaching services to support ongoing executive leadership, competency development and strategic career planning for 6 Branch employees.

3.0 BACKGROUND:

The Chief Transformation Officer Branch (CTOB) was created to guide the Agency's transformation and renewal agenda. Its mandate is to provide an overarching leadership role on the Agency's journey to transform, renew and modernize its business processes. The CTOB articulates, defines and communicates the Agency's transformation vision and ensures that the guidance needed to achieve that vision in place. This includes helping to set the Agency's strategic direction and priorities, supporting the Agency with culture and change management expertise, and working with functional leads to identify and implement solutions to business challenges.

To implement its mandate, the CTOB relies on its executive management team to deliver on this mandate. To ensure executives/executive equivalents develop and maintain the requisite skills set to deliver on CTOB priorities; a coaching and mentoring service is recommended to assist with overall leadership, development and career planning.

4.0 TERMINOLOGY:

NIL

All acronyms are spelled out

5.0 REFERENCE DOCUMENTS:

TBS competencies for EX's in the government of Canada

6.0 **REQUIREMENTS**

- 1. For 5 CTOB employees Face to face sessions between Client and Coach consisting of conversations initially to focus and develop the individual, tailored Coaching Program (purpose and expected outcomes), then to formulate exercises and practices including:
 - specific competency and career planning tools;
 - discuss homework,
 - findings and progress; and
 - determine ongoing needs in support of achieving the Coaching Program's purpose and goals.
- 2. For 5 CTOB employees Guidance on self-observation exercises carried out by the Clients between sessions, designed to gather additional information about current practices and expectations and to identify the competencies required to make needed changes and shifts in support of the Coaching Program.
- 3. For 5 CTOB employees Practices will be designed to develop and/or strengthen the competencies needed to achieve the agreed Program outcomes and provided to each of the Clients.
- 4. One of the 5 CTOB employees receiving deliverables 1-3 above also requires the development of a Leadership and Career development Profile (LCDP)
- 5. One CTOB employee not receiving deliverables 1-3 above requires customized materials for EX01 exam preparation

6.1.1 Deliverables and Acceptance Criteria

Deliverables	Acceptance
Individual tailored program	If CTOB Employees approve that the program
for 6 CTOB Employees;.	designed is aligned to their needs
-	And if the sessions for the 6 staff include one or more of the following requirements: - Face-to-face coaching sessions
	- Customized materials
	- Leadership and Career Development Profile (LCDP)
	the Project authority will accept the deliverable as complete

Mid contract progress report for each CTOB Employees (6 of them) against identified needs	If report provide clear account of progress to the end goal, the Project authority will accept the deliverable as complete
End of contract closing report for each CTOB Employee coached	If report provides clear account of status of progress toward end goal and identified recommendations for next steps, the Project authority will accept the deliverable as complete

6.1.2 **Delivery Schedule**

Deliverables	Schedule
Individual tailored program for 5 CTOB Employees	Within 3 weeks of contract award
Mid contract progress report for each CTOB Employee (5 of them) against identified needs	At mid-point of the contract
End of contract closing report for each CTOB Employee	At contract end date/ March 31 2020

Total cost of the above deliverables and schedule should not exceed \$27500

6.1.3 **Delivery Location**

Delivery will be completed during regular business hours. Delivery location is 191 Laurier Ave W, 7th

Floor, Ottawa ON. In some cases, delivery of certain services may be by telephone

7.0 **CONSTRAINTS**

NIL

8.0 RESPONSIBILITIES

NIL - All information on EX competencies is available on the Government of Canada public web site.

Total (with taxes)= \$31,075

Contract#2020001830 REQ#1000350187

ANNEX "B" BASIS OF PAYMENT

COST (exclusive of tax	res):
Jp to	coaching sessions @
Preparation of customiz	zed materials:
One (1) Leadership and	d Career Development Profile (LCDP):
Referee interviews:	
Report preparation and	



ANNEX "C" SRCL

		COMMON-PS-S	RCL#1		
Government Gouver of Canada du Can	nement		Contract Number / Numéro du con	itrat	***************************************
Tanada Gu Can	cover	Seci	urity Classification / Classification de UNCLASSIFIED	sécurité	••••
	CECUPITY DECUMEN	ATATE OUTOVI IST	(epc) \		
LISTE DE	SECURITY REQUIRENT VÉRIFICATION DES EXIGEN	ICES RELATIVES À			
ART A - CONTRACT INFORMATION / P. Originating Government Department or C		RACTUELLE 2. B	ranch or Directorate / Direction géne	érale ou Direc	tion
Ministère ou organisme gouvernemental	d'origine USSH		CTDB:	3 - 3 - 3	
. a) Subcontract Number / Numěro du con	a Adapta) Name and Address of	Subcontractor / Nom et adresse du :	sous-traitant	
Brief Description of Work / Brève descrip EX COACHY SU	ion du travail rives for le Branch	nenplojeisH	nes fiscal year.		
i. a) Will the supplier require access to Cor Le fournisseur aura-t-it accès à des m				✓ No Non	Yes Oui
. b) Will the supplier require access to unc	lassified military technical data su	bject to the provisions of	Tihe Technical Data Control	√ Non	Yes
Regulations? Le fournisseur aura-t-il accès à des do	onnées techniques militaires non c	dassifiées qui sont assui	etties aux dispositions du Réglemer		Ll Oui
sur le contrôle des données technique	\$?				
. Indicate the type of access required / Inc			***	[7] No	TTT Yes
 a) Will the supplier and its employees red Le fournisseur ainsi que les employés 	quire access to PROTECTED and auront-ifs accès à des renseigner	/or CLASSIFIED informa nents ou à des biens PF	ation or assets? ROTÉGÉS et/ou CLASSIFIÉS?	✓ Non	Oui
(Specify the level of access using the	chart in Question 7. c)				
(Préciser le niveau d'accès en utilisant i, b) Will the supplier and its employees (e.	g. cleaners, maintenance persont	nel) require access to re:	stricted access areas? No access to	0 // No	Yes
PROTECTED and/or CLASSIFIED infi Le fournisseur et ses employés (p. ex.	ormation or assets is permitted.			Non Non	Ll Oui
à des renseignements ou à des biens	PROTÉGÉS et/ou GLASSIFIÉS r	n) autorit-lis acces a des n'est pas autorisé.	Zuries d'acces restrentes : 1. acces		
c) Is this a commercial courier or delivery S'agit-il d'un confrat de messagerie ou	requirement with no overnight st	orage?		No Non	✓ Yes
. a) Indicate the type of information that the			formation avaual la fournissaur dour		
Canada	NATO/O	passanag	Foreign / Étrange	***************************************	
. b) Release restrictions / Restrictions rela	l l				
No release restrictions	All NATO countries		No release restrictions		
Aucune restriction relative a la diffusion	Tous les pays de l'OT	AN []	Aucune restriction relative à la diffusion	L	
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Not releasable À ne pas diffuser			and the state of t		
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. c) Level of information / Niveau d'informe	alion				
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Agence des services frontaliers du Canada

Contract#2020001830 REQ#1000350187

Canada

COMMON-PS-SRCL#1 Contract Number / Numéro du contrat Government Gouvernement of Capada du Canada Security Classification / Classification de sécurité UNCLASSIFIED PART A (continued) I PARTIE A (suite) 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? 1 If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité Dans Laminnauve, muquer le inveau de sensibilité : 9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Short Title(s) of material / Titre(s) abrégé(s) du matériel : Document Number / Numéro du document : Document Number / Numero au document : PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) 10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis TOP SECRET RELIABILITY STATUS COTE DE FIABILITÉ CONFIDENTIAL CONFIDENTIEL SECRET 1 SECRET TRÈS SECRET COSMIC TOP SECRET NATO CONFIDENTIAL NATO SECRET TOP SECRET- SIGINT COSMIC TRÈS SECRET NATO SECRET TRES SECRET - SIGINT NATO CONFIDENTIFI SITE ACCESS ACCÉS AUX EMPLACEMENTS Special comments: Commentaires spéciaux : NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: SI plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni 10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peul-il se voir confier des parties du travail? No Yes ✓ Non ✓ Non Yes If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté? PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR) INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS 11, a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou 11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Mon PRODUCTION 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) ✓ Non 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED Value explaier de required de use les 17 systems de decardinately process, produce of deta? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No 11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? ✓ Non Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

Security Classification / Classification de sécurité

UNCLASSIFIED

Contract#2020001830 REQ#1000350187

Government of Canada du Canada Contract Number / Numéro du contrat Contract Number / Contraction / Contr									COMMO	N-PS-S	RCL#1						
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada"

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PART D - AUTHORIZATION / PAR 13. Organization Project Authority /					Section 1995
Name (print) - Nom (en lettres mou		Janisme Title - Titre		Signature	
S-Deoring	,	Dr. F	nn Coordination Sup	nt	
Telephone No N° de téléphone	Facsimile No Nº de		E-mail address - Adresse cour COONIC CIOUN ECOC	a-acto.	Date NN 8/19
 Organization Security Authority 	/ Responsable de la séc	urité de l'organ	isme	8c.(a	
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Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cour	riel	Date
 Are there additional instructions Des instructions supplémentaire 	(e.g. Security Guide, Se es (p. ex. Guide de sécu	curity Classific rité, Guide de c	ation Guide) attached? lassification de la sécurité) sont	l-elles jointes	No Yes Non Oui
16, Procurement Officer / Agent d'a	pprovisionnement	***************************************	·	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
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Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cou	uriel	Date
17. Contracting Security Authority /	L Autorité contractante en	matière de sé	curité		
Name (print) - Nom (en lettres mou	lées)	Title - Titre		Signature	
				Saumur	Digitally signed by Samuel, Sucques 0 UNICOCA, ONICO COMPROSE PROC. Date: 2617.02.02.10.47.02.40.500
Telephone No Nº de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cor	urriel	Date
Jacques Saumur Contract Security Officer Contracts Security Division Divis Contract Security Program Progr Public Services and Procuremer Jacques.Saumur@tpsgc.pwgsc. Telephone Téléphone 613-948 Facsimile Télécopieur 613-948	ramme de sécurité des c at Canada Services publ go.ca -1732	ontrats /	.I. ionnement Canada		I

COMMON-PS-SRCL#1

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canadä

ANNEX"D" - PROSERVICES - FLEXIBLE GRID

Streams 8 to 12 has its own flexible grid. The flexible grid indicates the minimum level of points required to qualify for each Level of Expertise. Various amounts of points are given for relevant education, professional certification and relevant experience. The flexible grid must be used for all categories under these streams unless otherwise specified.

How to use the Flexible Grid: Points will be allocated to each consultant proposed by the bidder for the education, the certification and the experience. The total of points will determine if the consultant is considered as a junior, intermediate or senior.

The client will specify what level of expertise (junior, intermediate or senior) is needed for their requirement and the bidder will have to propose a consultant meeting the minimum of points required to obtain that level. The bidder can propose a consultant with a higher level of expertise, but the per diem rate of the level of expertise required by the client will apply.

Also, if needed, the client has the discretion to add mandatory requirements for type and quantity of education, certification or experience and the bidder must propose a consultant meeting the client requirement.

The client will have the responsibility to assess if the education, certification and experience are related to the category.

The ProServices Flexible Grids are available on the ProServices website at:

http://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/gs-fg-eng.html

Human Resources Services Stream Flexible Grid

Levels of Expertise

Senior: Minimum 95 pts

Intermediate: Minimum 70 pts

Junior: Minimum 50 pts

Relevant Education to the Consultant Category

University (PhD, Graduate, Undergraduate, degree): 35 pts

College or CEGEP Diploma/Certificate: 25 pts

High School Diploma: 20 pts

Professional Certification

Relevant Professional Certification: 15 pts

Relevant Experience in Consultant Category

≥1 yrs and <2 yrs: 12-23 months - **10 pts**

≥2 yrs and <4 yrs: 24-47 months - **20 pts**

≥4 yrs and <6 yrs: 48-71 months - **30 pts**

≥6 yrs and <8 yrs: 72-95 months - **40 pts**

≥8 yrs and <10 yrs: 96-119 months - **50 pts**

≥10 yrs: 120 + months - 60 pts

ANNEX "B" Basis of Payment

Agence des services frontaliers du Canada

ANNEX "C" SRCL